

EIGHTH REPORT

OF THE

REGISTRAR OF BOARDS OF CONCILIATION AND INVESTIGATION

OF PROCEEDINGS UNDER

THE INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907

FOR THE

FISCAL YEAR ENDING MARCH 31, 1915.

(Being an Appendix to the Annual Report of the Department of Labour
for the same period.)

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OTTAWA

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1915

To the Honourable T. W. CROTHERS, B.A., K.C.,
Minister of Labour.

SIR,—I have the honour to submit a Report of Proceedings under the Industrial Disputes Investigation Act, 1907, for the fiscal year ended March 31, 1915.

F. A. ACLAND,
Registrar of Boards of Conciliation and Investigation.

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Industrial Disputes Investigation Act, 1907.

EIGHTH ANNUAL REPORT OF PROCEEDINGS, BEING FOR THE FISCAL YEAR ENDING MARCH 31, 1915.

I. INTRODUCTORY CHAPTER.

The Industrial Disputes Investigation Act, 1907, became law on the 22nd of March, 1907, and had therefore, at the end of the fiscal year 1914-15, been in operation for eight years.

The present report includes a statement of proceedings for the fiscal year ending March 31, 1915, together with the text of each report received during the year from a Board of Conciliation and Investigation and the text of any minority report received. It has been customary in these yearly statements to print tabular summaries of proceedings under the statute from its inception, the information thus presented showing in concise form the operation of the Act from year to year, with particulars as to classes of industry concerned, names of members of Board, result of enquiry, etc. These tabular statements are continued in the report now presented. The present report goes, however, a step further in the way of recapitulating proceedings under the statute. Many evidences reach the Department of the continued and widespread interest taken in the operations of the Industrial Disputes Investigation Act, particularly by publicists and students of sociological problems. This important fact and other reasons have made it seem desirable to have available a concise printed summary statement of proceedings for the period of the life of the Act, which is not yet so extended but that the whole may be presented in a volume of convenient size. In the present report therefore will be found (1) the formal and complete report of each Board received during the fiscal year ending March 31, 1915; (2) a statistical summary of proceedings for each year from the enactment of the statute in 1907; (3) a synopsis of proceedings taken in each dispute from 1907. The present report will in this way largely meet the requirements of those who desire to examine records of operations in some detail.

Briefly, there had been referred under the Act from its inception, March 22, 1907, to March 31, 1915, 177 disputes, in each of which application had been made for a Board of Conciliation and Investigation. Not quite all these applications were granted. It has not infrequently appeared that the exercise of a little patience on the part of the disputants would permit the continuance of direct negotiations, or sometimes circumstances have seemed to indicate the possibility of amicable adjustment by a simpler process than enquiry before a Board. In this way or otherwise it has happened that as a result of 177 applications for Boards, 158 Boards have been established, and in the case of the remaining nineteen disputes adjustments have been effected without Boards, in some cases after procedure for Boards had been initiated. The total number of employees affected by the 177 disputes was 231,426. The railroading and coal mining industries have figured most largely before Boards of inquiry, and many disputes affecting street railway men and longshoremen have been referred to Boards.

During the fiscal year now ended sixteen applications were received, but twenty disputes were dealt with, four cases having been left over from the preceding fiscal period. The disputes dealt with were spread over various industries as follows: metal mining, two; railways, including railway construction, six; street railways, three; light and power, three; municipal work, four; street car building, one; carpentry work, one. The number of employees concerned in the twenty disputes was 23,509.

Special interest attaches always to the number of strikes or lockouts occurring in the disputes to which the machinery of the Industrial Disputes Investigation Act is directly applied. During the past year there was one such strike, in the case of the employees of the St. John, N.B., Street Railway; that is, the efforts of the Board did not result in averting the strike which had threatened when the Board was requested. The strike at St. John lasted for two days only, but some violence occurred in connection with it. During the eight years covering the life of the statute, there have been in all nineteen strikes of this nature, or about eleven per cent of the 177 disputes dealt with under the statute.

This total of nineteen does not, it is perhaps well to state, include certain strikes which, during the same period of eight years, have occurred in industries falling expressly within the scope of the Act but where the disputants have not taken the action necessary to permit procedure under the statute. While it has been thought that such strikes cannot be formally enumerated in a statement of proceedings under the statute, there being no proceedings to record, it has been the practice in the case of the more serious occurrences of this nature, to make informal mention of them in the reports of the Department so that they may not appear to be ignored or overlooked in a discussion of the operations of the statute. No important new strikes of this nature occurred during the year, but one, the Vancouver Island coal dispute, lingered on from the preceding year, being called off formally soon after the outbreak of war. The general nature of this dispute was discussed in the report for 1913-14. It is sufficient here to remark that the mines concerned had been in operation some time before the beginning of the fiscal year 1914-15, finding little difficulty, as it was claimed, in securing all the labour needed. The fact that the output at some points remained less than the figures obtaining before the strike was explained by the general depression which had been prevailing for some months, also by the temporary loss of market consequent on the prolonged interruption of work. There appears to have been no formal settlement, the collieries undertaking in a general way, it is understood, that the fact that men had been concerned in the strike should not prejudice their claim for re-employment.

More than the usual number of disputes dealt with under the Act during the year related to disputes in industries not falling directly within its scope. Such disputes, it will be remembered, come under the Act only by mutual consent of the parties concerned, as provided by Section 63. It is somewhat gratifying to find the increasing recognition thus given to the principles of the statute. Seven applications were received on these lines, but the joint consent required was secured only in four cases, and in each of these cases an amicable arrangement was reached.

Several of the disputes of the year were of a very troublesome character, notably those affecting different classes of railway employees, including from this point of view street railways. Four railway disputes were dealt with during the year, though in three of these cases the applications were received during the preceding financial year. Briefly the disputes were as follows: (1) boiler-makers and machinists employed by the Grand Trunk Pacific Railway Company,

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to the number of 700 directly and 1,000 indirectly; (2) maintenance-of-way employees of the Canadian Northern Railway Company, to the number of 1,800 directly and from 3,000 to 4,000 indirectly; (3) conductors, trainmen and yardmen employed by the Canadian Pacific Railway Company on its western lines, to the number of 3,000 directly and 2,700 indirectly; (4) train despatchers, station agents, telegraph and telephone operators and towermen employed by the Michigan Central Railroad Company, to the number of 115 directly and 3,000 indirectly.

The dispute in each case grew out of a demand on the part of the employees for increased wages and improved working conditions. In the Grand Trunk Pacific Railway case the Board made certain recommendations for the settlement of the dispute and the employees expressed their willingness to accept the award; the Company declined to accept the award; no cessation of work occurred, but for some time evidences reached the Department of considerable friction. In the Canadian Northern Railway case the Board, in the light of the statements presented, did not feel justified in recommending any increase in wages; both parties to the dispute expressed their willingness to continue for the time being the existing terms of agreement. In the Canadian Pacific Railway case the Board report and the minority report of the employees' representative were both accompanied by proposed new schedules of agreement; the employees refused to accept the Board findings and asked that the then existing schedule in force might be continued, which was arranged. In the Michigan Central Railroad case a settlement was effected as the result of negotiations which took place between the Company and the workmen subsequent to the Board investigation.

Three disputes occurred in the street railway industry during the year. In the case of a dispute between the British Columbia Electric Railway Company and its employees at Vancouver, Victoria and New Westminster, affecting 137 employees directly and 1,563 indirectly, it was stated that the trouble was caused by reason of the Company's interpretation of certain sections of the then existing agreement. The members of the Board were unanimous in their findings on all points except that arising from the refusal of the Company to arbitrate a case of dismissal for alleged dishonesty. The Chairman and the employees' nominee on the Board recommended that the Company should agree to an amendment of the disputed clause so that the provisions would clearly apply to any dismissal except for inefficiency or for violation of duty constituting an indictable offense. Through the efforts of Mr. J. D. McNiven, one of the officers of the Department of Labour, conferences were subsequently held between the parties concerned and a working arrangement was reached.

The dispute between the St. John Railway Company and its conductors, motormen and linemen has already been mentioned. In this case the dispute grew out of alleged discrimination by the Company against an employee who was an officer of the local union. The employee had been dismissed and the Board recommended, among other things, that he should be reinstated. The Company refused to accept this recommendation and the men ceased work. Some disturbances occurred during a two-day strike and conciliatory efforts then secured a working agreement.

A dispute concerning wages, hours and conditions of employment occurred between the Ottawa Electric Railway Company and 450 of its employees. During proceedings looking to the constitution of a Board a settlement was made between the parties concerned. This is the third occasion on which the machinery of the statute has been applied successfully in procuring a working arrangement between this Company and its employees.

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An application was received from the electrical workers employed by the Toronto Hydro-Electric System for the establishment of a Board to inquire into certain matters in dispute affecting wages, hours, conditions of employment and alleged discrimination against members of the Union. The number of employees affected by this dispute was given as 200 directly and 55 indirectly. The dispute affected the operation of a concern which supplied light and power to extensive municipal and private interests. The report of the Board was signed by the Chairman and by the employees' representative and embodied a schedule of wages and working conditions. The findings were accepted by both parties concerned.

A dispute between the Corporation of Edmonton and its employees in the telephone, electric light and street railway departments, and in the city's power house was made the subject of a reference under the Act. The dispute affected 255 employees directly and 55 indirectly, and resulted from a reduction in the employees' wages without the required notice being given. Prior to the Board's investigation, agreements were entered into between the Corporation of Edmonton and its employees with the exception of those employed in the power house. The findings of the Board in the case of the last mentioned employees were accepted by both parties concerned.

II. SUMMARY TABLES RESPECTING PROCEEDINGS UNDER THE INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

[The tables presented on the following pages are arranged in several divisions, viz., (i) showing proceedings by classes of labour concerned, from April 1, 1914, to March 31, 1915; (ii) showing proceedings by classes of labour concerned from March 22, 1907, to March 31, 1915; (iii) showing by fiscal years, 1907-15, numbers of disputes dealt with; (iv) showing by calendar years, 1907-15, numbers of disputes dealt with; (v) containing statistical summary of each year's operations under the statute since its enactment, March 22, 1907.]

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

SUMMARY STATEMENT FOR FISCAL YEAR 1914-1915.

TABLE SHOWING PROCEEDINGS, BY CLASSES OF LABOUR CONCERNED, FROM APRIL 1, 1914, TO MARCH 31, 1915.

INDUSTRIES AFFECTED.	No. of Disputes dealt with under Act.	No. of Disputes where strike not averted (or ended.)
I. Disputes affecting Mines and Public Utilities:		
(1) Mines:		
(a) Coal.	0	0
(b) Metal.....	2	0
Total, Mines.....	2	0
(2) Transportation and Communication:		
(a) Railways.....	4	0
(b) Street railways.....	3	1
Total, Transportation and Communication.....	7	1
(3) Light and Power.....	3	0
(4) Municipal Work.....	4	0
Total, Mines and Public Utilities.....	16	1
II. Disputes affecting other than Mines and Public Utilities.....	4	0
Total, all classes.....	20	1

The proceedings under the Act during this year include four cases in which certain proceedings had taken place during the preceding year, namely: (1) a dispute between the Grand Trunk Pacific Railway Company and its boiler-makers and machinists; (2) a dispute between the Canadian Northern Railway Company and its maintenance-of-way employees; (3) a dispute between the British Columbia Electric Railway Company and its employees; and (4) a dispute between the Canadian Pacific Railway Company and the conductors, trainmen and yardmen employed on its western lines.

At the close of the fiscal year results were still pending in connection with three applications, namely: (1) application made on behalf of the train operatives employed by J. D. McArthur and Company, Limited, on the Edmonton, Dunvegan and British Columbia Railway and the Alberta and Great Waterways Railway; (2) application made on behalf of the railway shopmen employed by J. D. McArthur and Company, Limited, at West Edmonton, Alta.; and (3) application made on behalf of the electrical workers employed by the Corporation of Calgary.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

SUMMARY STATEMENT FOR THE EIGHT YEARS 1907-1915.

TABLE SHOWING PROCEEDINGS, BY CLASSES OF LABOUR CONCERNED, FROM MARCH 22, 1907, TO MARCH 31, 1915.

INDUSTRIES AFFECTED.	No. of Disputes dealt with under Act.	No. of Disputes where strike not averted (or ended.)
I. Disputes affecting Mines and Public Utilities:		
(1) Mines:		
(a) Coal.....	41	6
(b) Metal.....	13	5
Total, Mines.....	54	11
(2) Transportation and Communication:		
(a) Railways.....	71	6
(b) Street railways.....	17	2
(c) Shipping.....	10	0
(d) Commercial telegraphs.....	2	0
(e) Telephones.....	2	0
Total, Transportation and Communication.....	102	8
(3) Light and Power.....	3	0
(4) Municipal Work.....	8	0
Total, Mines and Public Utilities.....	167	19
II Disputes affecting other than Mines and Public Utilities.....	10	0
Total, all classes.....	177	19

At the close of the financial year 1914-15 proceedings were unfinished in the following cases, namely: (1) application made on behalf of the train operatives employed by J. D. McArthur and Company, Limited, on the Edmonton Dunvegan and British Columbia Railway and the Alberta and Great Waterways Railway; (2) application made on behalf of the railway shopmen employed by J. D. McArthur and Company, Limited, at West Edmonton, Alberta; and (3) application made on behalf of the electrical workers employed by the Corporation of Calgary.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

TABLE SHOWING BY FISCAL YEARS, 1907-1915, NUMBERS OF DISPUTES DEALT WITH.

	1907-08	1908-09	1909-10	1910-11	1911-12	1912-13	1913-14	1914-15	Total.
Number of applications	34	21	27	24	18	21	16	16	177
Number of Boards granted . .	31	19	25	19	15	17	15	17	178
Number of disputes where strike not averted (or ended)	1	1	4	4	4	4	0	1	19

(The figures contained in the above table may be thought to show discrepancies as compared with those appearing in the yearly summaries. A closer examination will, however, show the statements of both classes to be in agreement. A complete statement of proceedings for a year must show all disputes dealt with during the fiscal year. The figures of the yearly statement include therefore disputes carried over from the previous year and which are counted in the summary of that year's proceedings. Thus the same dispute may properly figure in the annual statement for each of two years. In the statistical recapitulation covering several years, as above, it is necessary that no disputes shall be counted more than once and account is taken only of the number of applications received during the year and thus brought within the purview of the statute.)

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

TABLE SHOWING BY CALENDAR YEARS, 1907-1915, NUMBERS OF DISPUTES DEALT WITH.

	*1907 9 mos.	1908	1909	1910	1911	1912	1913	1914	†1915 3 mos.	Total
Number of applications.....	25	27	22	28	21	16	18	18	2	177
Number of Boards granted.....	22	25	21	23	16	16	15	18	2	158
Number of disputes where strike not averted (or ended.).....	1	1	4	4	4	3	1	1	0	19

*The Act became law on March 22, 1907, so that the proceedings cover nine months only.
†To the end of the financial year, March 31.

(The remarks at the foot of the preceding table apply equally to apparent discrepancies as between the above summary, by calendar years, and yearly summaries of proceedings.)

STATISTICAL SUMMARIES OF OPERATIONS FOR EACH YEAR,
1907-1915.

In the succeeding pages will be found a statistical summary of the operations of the Industrial Disputes Investigation Act for each fiscal year since the inception of the Act, March 22, 1907.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from March 22, 1907, to March 31, 1908.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 8 1907	(1)Cumberland Ry. & Coal Co. and employees.	Employees...	Springhill, N.S....	1,700.....	Concerning employment of non-union workmen.	.....	.....	.....	On April 1, employees went on strike. It was alleged by employees that they were under impression that the mines of Nova Scotia were exempt from provisions of Act. When it was explained that the Act applied to all Canada, employees returned to work April 8. Difficulty amicably settled. No Board constituted.
April.... 1907	(1) Canada West Coal and Coke Co. and employees.	Employees ...	Taber, Alta.	150.....	Concerning hours of labour.	.....	.....	.....	On April 1, employer locked out employees. Employer alleged that this was done in ignorance of provisions of Act. When informed of provisions of Act by department, mines were re-opened on April 18. Subsequently an amicable settlement was effected through intervention of Mr. J. D. McNiven, fair wages officer of department. No Board constituted.

(1) It is important to note in connection with these disputes that the Industrial Disputes Investigation Act was not assented to till March 22, 1907. It was some weeks later before copies of the Act were available for distribution. Its provisions in consequence were not fully known by the parties at the time these disputes occurred.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Continued.

I. MINING AND SMELTING INDUSTRY—Continued.

1. COAL MINES.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 9 ¹ 1907	Western Coal Operators' Association and Canadian American Coal and Coke Co.	Employees.	Frank, Alta.	250	Concerning terms of joint agreement including wages schedule and other conditions of employment.	Sir Wm. Mulock, K. C. M. G. (c) 4; J. L. Parker (E) 1; L. P. Eckstein (m) 1.	April 22. 1907	May 29. 1907	Employees went on strike in the several mines while proceedings were pending in connection with the establishment of the boards of Conciliation and Investigation, in consequence, it was alleged, of misunderstandings which arose through ignorance of the provisions of the Act. The Deputy Minister of Labour left for Fernie on April 19, to explain to the parties the provisions of the law. While in Fernie, the parties consented to his intervention as a conciliator under the Conciliation Act, 1900, and an agreement was effected on May 4. The Boards convened at Fernie on April 30, but adjourned proceedings pending investigations by the Deputy Minister. On May 6, the Boards reconvened to receive from the parties a formal statement that the differences had been adjusted, a further cessation of work being thereby averted. An important feature of the settlement was the establishment of a standing committee of conciliation between the employers and employees, to which future differences were to be referred.
	Crowsnest Pass Coal Co.		Fernie, Coal Creek, Michel, B.C.	1,800					
	International Coal & Coke Co.		Coleman, Alta.	370					
	West Canadian Collieries, Ltd.		Lille and Bellevue.	350					
	Breckenridge & Lund Coal Co.		Lundbreck, Alta.	125		Sir Wm. Mulock, K. C. M. G. (c) 4; F. B. Smith (E) 1; L. P. Eckstein (m) 1			
	H. W. McNeill Coal Co.		Canmore, Alta.	300					
	Pacific Coal Co.		Bankhead, Alta.	400					

² Applications for a Board were received also from the employers, parties to this dispute.

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May 1907	8	Cumberland Ry. and Coal Co. and employees.	Employees...	Springhill, N.S....	1,700.....	Concerning payment for work in counter levels and stone in pillar work.	The Hon. Mr. Justice Graham (c) 3; P. S. Archibald (E) 1; R. B. Murray (M) 1.	May 1907	July 1907	Board, being unable to effect a settlement by conciliation, presented a report signed by the Chairman and Mr. Archibald. Minority report was presented by Mr. Murray. The recommendations of the Board were not accepted by the employees. The strike which was threatened prior to the application for Board on May 8 was averted for the time being, but took place on August 1, continuing until October 31, when the employees returned to work on the conditions recommended in the report of the Board.
May 1907	27	Alberta Ry. and Irrigation Coal Co. and employees of coal mines.	Employees...	Lethbridge, Alta..	400.....	Concerning conditions of employment.	.....	.....	.....	Amicable settlement including agreement as to conditions of employment and establishment of a standing committee of conciliation effected between parties while Board was in process of constitution, strike being thereby averted.
July 1907	12	Cumberland Ry. and Coal Co. and employees.	Employees...	Springhill, N.S....	1,700.....	Concerning wages and other conditions of employment.	His Honour Judge Patterson (c) 4; P. S. Archibald (E) 1; R. B. Murray (M) 1.	July 1907	Sept. 1907	Employees declared a strike on August 1, in reference to question of payment for stone in pillar work, having refused to accept the recommendations of the Board appointed May 17 to deal with this subject. In virtue of this strike proceedings before the Board were suspended until September 9. The Board sat for two days, and presented an interim report. The strike ended on October 31, the employees returning to work on the conditions recommended in the report of the first Board.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—*Continued.*I. MINING AND SMELTING INDUSTRY.—*Continued.*1. COAL MINES.—*Continued.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Sept. 11 1907	Hillcrest Coal and Coke Co., Ltd., and employees.	Employees...	Hillcrest, Alta....	70.....	Concerning wages and other conditions of employment.	Hon. W. C. Fisher (c) 4; J. R. McDonald (e) 1; F. H. Sherman (m) 1.	Sept. 21... 1907	Nov. 4... 1907	The report of the Board was accompanied by a minority report by Mr. Sherman. Though neither report was formally accepted by the parties, settlement was reached in consequence of the inquiry by the Board, and a strike thereby averted.
Sept. 16 1907	Hosmer Mines and employees.	Employees...	Hosmer, B.C.....	100.....	Concerning wages and other conditions of employment.	His Honour Judge Wilson (c) 4; F. B. Smith (e) 1; F. H. Sherman (m) 1.	Sept. 30... 1907	Oct. 21... 1907	The Board presented a unanimous report, which though not formally accepted by the parties, formed the basis of an agreement subsequently reached by them and reported to the Department, a strike being thereby averted.
Nov. 5 1907	Canada West Coal and Coke Co. and employees.	Employees...	Taber, Alta.....	150.....	Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (c) 4; S. A. Jones (e) 1; F. H. Sherman (m) 1.	Nov. 20... 1907	Dec. 20... 1907	Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 5 1907	Domestic Coal Co. and employees.	Employees...	Taber, Alta.....	50.....	Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (c) 4; R. Duggan (e) 1; F. H. Sherman (m) 1.	Nov. 20... 1907	Dec. 28... 1907	Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.

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Nov. 5 1907	Duggan, Huntrods and Co. and employees.	Employees...	Taber, Alta....	40.....	Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (c) 4; J. Shorthouse (e); F. H. Sherman (m) 1.	Nov. 20... 1907	Dec. 28... 1907	Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 12 1907	Strathcona Coal Co. and employees.	Employees...	Edmonton, Alta..	40.....	Concerning wages, hours and other conditions of employment.	G. Montgomery (c) 3; F. L. Otter (e) 1; F. H. Sherman (m) 1.	Dec. 2... 1907	Dec. 28... 1907	Differences adjusted, and agreement concluded before Board, dating from September 23, 1907, until March 31, 1909, a strike thereby being averted.
Nov. 21 1907	Cumberland Ry. and Coal Co. and employees.	Employees...	Springhill, N.S....	1,700.....	Concerning wages and other conditions of employment.	His Honour Judge Patterson (c) 4; R. B. Murray (m) 1; Hiram Donkin (e) 1.	Dec. 21... 1907	Jan. 21... 1908	The Board presented a unanimous report, which the employees expressed a willingness and the Company an unwillingness to accept. No further cessation of work took place.
Jan. 4 1908	Dominion Coal Co., Ltd., and members of the Provincial Workmen's Association.	Employees...	Dominion, C.B....	7,000.....	Concerning wages and conditions of employment.	Prof. A. Shortt (c) 4; J. Dix Fraser (e) 1; Dr. A. Kendal, M. P. P. (m) 1.	Feb. 18... 1908	Mar. 23... 1908	Differences adjusted and an agreement concluded before the Board, effective from March 16, 1909, to December 31, 1909, strike being thereby averted.
Feb. 10 1908	John Marsh, John Howells, Stevens Brothers, coal mine operators, dealt with as a whole, and employees.	Employers...	Woodpecker, Alta	100.....	Concerning wages and conditions of employment.	Hon. Mr. Justice Stuart (c) 3; W. E. Bullock (e) 1; F. H. Sherman (m) 1.	Feb. 25... 1908	April 6... 1908	The report of the Board stated that the Act did not apply in this case, the mines having closed down for lack of orders before the investigation occurred. A wage scale was, however, recommended. The report was accompanied by a minority report, making other recommendations.
Mar. 16 1908	Western Dominion Collieries, Ltd., and employees.	Employees...	Taylorlton, Sask..	90.....	Concerning wages and hours.	His Honour Judge Myers (c) 4; J. O. Hannah (e) 1; F. H. Sherman (m) 1.	April 10... 1908	May 5... 1908	Differences adjusted and agreement concluded before Board, effective from May 1, 1908, to May 1, 1909, a strike being thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Continued.

I. MINING AND SMELTING INDUSTRY.—Continued.

I. COAL MINES—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 16 1908	Manitoba and Saskatchewan Coal Co., Ltd., and employees.	Emplo.,ees.	Bienfait, Sask.	50.	Concerning wages and hours.	His Honour Judge Dawson (c) 4; G. C. Crowe (e) 1; F. H. Sherman (m) 1.	April 22 1908	Dec. 8 1908	The report in this case appears, as represented to the Department, to have been mislaid by one of the members of the Board and an unusual delay occurred thereon in its presentation. The Board disagreed in its findings, but no cessation of work was reported.
Mar. 25 1908	Cumberland Ry. and Coal Co., Ltd., and employees.	Employees.	Springhill, N.S.	1,600.	Concerning wages.	His Honour Judge Wallace (c) 4; Hon. John Armstrong (e) 2; R. B. Murray (m) 1.	April 29 1908	May 20 1908	The report found against the claims of the men, and was accompanied by a minority report, finding generally, but not wholly, in favour of the men. The employees declared the minority report acceptable to them. No cessation of work was reported.

2. METAL MINES.

Sept. 12 1907	Canadian Consolidated Mining & Smelting Co., and employees.	Employees.	Moyie, B.C.	400.	Concerning wages and hours.	His Honour Judge Wilson (c) 3; J. A. Harvey (e) 1; S. S. Taylor, K.C. (m) 1.	Sept. 23 1907	Dec. 28 1907	The Board, after exhaustive inquiry into mining conditions in British Columbia, presented a unanimous report, the recommendations of which were of general application to the metal mining industry in the province of British Columbia. A settlement based on the recommendations was effected between the company and its employees, and a strike thereby averted. The inquiry, moreover, had the effect of influencing the settlement of other differences in the industry in other parts of the province.
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Dec. 1907	9 McKinley - Darragh Mining Co., Ltd., and its employees.	Employees...	Cobalt, Ont.....	120.....	Concerning wages....	Prof. A. Shortt (c) 3; E. C. Kingswell (e) 1; John A. Welch (m) 1.	Dec. 21... 1907	Jan. 22... 1908	A unanimous report was presented by the Board, making recommendations for the settlement of the dispute. The findings of the Board were not formally accepted by the parties, but the investigation by the Board is believed to have been beneficial to the camp as a whole and no cessation of work was reported.
Jan 1908	9 Temiskaming and Hudson Bay Mining Co., Ltd., and its employees.	Employees...	Cobalt, Ont.....	50.....	Concerning wages and hours.	Prof. S. J. Maclean (c) 4; M.F. Purnaville (e) 1; C. B. Duke (m) 1.	Jan. 31... 1908	Feb. 13... 1908	Unanimous report was presented by Board, making recommendations for the settlement of the dispute. The findings of the Board were accepted by the men, but not by the company. No cessation of work was, however, reported.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

April 1907	20 Grand Trunk Ry. Co of Canada and machinists.	Employees...	Montreal, Ottawa, Toronto, Stratford, etc.	400.....	Concerning schedule involving wages, hours, apprenticeship, reinstatement of former employees, etc.	Prof. A. Shortt (c) 4; W. Nesbitt, K.C., (e) 1; J. G. O'Donoghue (m) 1.	May 4... 1907	May 21... 1907	Differences adjusted, and agreement concluded before Board for period of one year from May 1, strike being thereby averted.
June 1907	27 Grand Trunk Ry. Co of Canada and its locomotive engineers.	Employees...	Montreal, Ottawa, Toronto, Stratford, etc.	1,300...	Concerning schedule of wages and rules.	Prof. A. Shortt (c) 4; W. Nesbitt, K.C., (e) 1; J. Cardell (m) 1.	July 18... 1907	Aug. 16... 1907	Differences adjusted, and agreement for three years concluded before Board, a strike being thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Continued.

II. TRANSPORTATION AND COMMUNICATION—Continued.

1. RAILWAYS—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
July 10 1907	Intercolonial Ry. of Canada and freight handlers in its employ at Halifax, N.S.	Employees.	Halifax, N.S.	250	Concerning wages and classification of employees.	Prof. W. Murray (c) 3; Henry Holgate (E) 1; R. E. Finn, M.P. (M) 1.	July 22 1907	Aug. 12 1907	On June 29, employees went on strike, and when informed that provisions of Act applied, both parties agreed to refer the differences under the Act, and employees returned to work. On the request of the parties, proceedings were subsequently adopted under the Conciliation and Labour Act, and a settlement effected, the terms of which were made applicable to the railway's employees at St. John, N.B., as well as at Halifax, N.S., and further cessation of work was thereby averted.
Sept. 5 1907	Canadian Pacific Railway Company and railroad telegraphers	Employees.	On all lines of Canadian Pacific Railway in Canada.	1,656	Concerning schedule of wages and rules of employment.	Prof. A. Shortt, (c) 3; W. Nesbitt, K. C., (E) 1; J. G. O'Donoghue, (M) 1.	Sept. 16 1907	Oct. 12 1907	Differences adjusted, and an agreement concluded before Board, dating from October 1, a strike being thereby averted.
Nov. 19 1907	Grand Trunk Railway Company and railroad telegraphers.	Employer.	Montreal, Que.	300	Concerning wages and other conditions of employment.	Prof. A. Shortt, (c) 3; W. Nesbitt, K. C., (E) 1; J. G. O'Donoghue, (M) 1.	Nov. 30 1907	Jan. 23 1908	Differences adjusted, and agreement concluded before Board, dating from January 1, 1908, a strike being thereby averted.

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Nov. 1907	22	Canadian Pacific Railway Company and carmen employed by Company on western lines.	Employer....	Western lines....	1,215	Concerning wages and hours.	Prof. Odum, (c)3; A. M. Nanton, (e)1; J. H. McVety, (m)1.	26	Dec. 1907	23	The Board presented a unanimous report recommending a basis of settlement which was subsequently, in correspondence with the Department, accepted by both parties, and a strike thereby averted.
Dec. 1907	19	Canadian Railway Company and firemen, engine-men and hostlers in its employ.	Employees....	Winnipeg and territory along Canadian Northern Railway.	359	Concerning relations of union to employer.	Prof. A. Shortt, (c)4; F. H. Richardson, (e)1; J. G. O'Donoghue, (m)1.	8	Jan. 1908	25	Differences amicably adjusted before the Board and a strike thereby averted.
Jan. 1908	8	Grand Trunk Railway Company and carmen in its employ.	Employees ..	Grand Trunk Railway System	800	Concerning wages and conditions of labour.	Prof. A. Shortt, (c)3; Wallace Nesbitt, (e)1; J. G. O'Donoghue, (m)1.	28	Feb. 1908	28	Differences amicably adjusted before a Board and a strike thereby averted.

2. STREET RAILWAYS.

Jan. 1908	31	Hamilton and Dundas Railway Company and Hamilton Radial Railway Company, and Hamilton & Burlington Railway Company and employees.	Employees....	Hamilton, Ont....	120	Concerning relations of union to employing companies.	His Honour Judge Monck, (c)4; Wm. Bell, K.C., (e)1; J. G. O'Donoghue, (m)1.	17	Feb. 1908	8	Report of the Board was opposed to the claims of the men and was accompanied by a minority report from Mr. O'Donoghue, generally sustaining the claims of the men. Neither report was acceptable to both parties, but the effect of the investigation appeared to bring a better understanding between the parties, and no cessation of work was reported.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08, *Continued.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*

3. SHIPPING.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (C) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
*May 15 1907	Shipping Federation of Canada and longshoremen of Montreal.	Employers...	Montreal, Que...	1,500	Demand for increase in wages.	Archbishop Bruchesi (C); G. W. Stephens, (E); Jos. Ainey, (M).	June 1907	17 June 1907	On May 13, employees went on strike notwithstanding provisions of Act, and employers on May 18 withdrew application for Board. On May 15, Mr. F. A. Acland, the then Secretary of the Department, went to Montreal to explain the provisions of the Act to the parties to the dispute. As the result of Mr. Acland's intervention the employees returned to work, and agreed to refer the dispute under the Industrial Disputes Investigation Act, and a formal application was made by the employees for the establishment of a Board. A unanimous report was made by the members of the Board, and an agreement recommended covering conditions of employment for the seasons of 1907 and 1908.
*May 25 1907	Shipping Federation of Canada, Canadian Pacific Railway Company and longshoremen of Montreal.	Employers...	Montreal, Que...	1,600	Demand for increase in wages.				The Union did not formally accept the recommendations of the Board, but the members, with the exception of a few, signed individual agreements with the employers, based upon the recommendations of the Board, and a further cessation of work was thereby averted.

* The two applications here recorded are regarded as one in the tabular statement.

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May 1907	Furness Withy Com- pany, Cunard & Company, Pick- ford, Black & Com- pany and longshore- men.	Employers... Halifax, N.S.....	500	Concerning wages. Increase of 5 cents per hour demanded by men, 2½ cents offered by compa- nies, but refused.	James Hall, (1.); Philip Ring, (w).	On May 26, employees went on strike, alleging subsequently that they had no knowledge of the existence of the pro- visions of the Act. Mr. V. DuBreuil, Fair Wages Officer of the Department, was sent to Halifax to explain the pro- visions of the Act. A Board was requested as a result of the explanations given, and while being constituted the dispute was amicably settled. Mr. DuBreuil lending the good offices of the Department as a conciliator. A further cessation of work was thereby averted, as was also the necessity of further proceedings in connection with the es- tablishment of the Board.
Mar 1908	6 Dominion Marine As- sociation and Lake Seamen's Union.	Kingston, Ont., & ports of Great Lakes.	150	Concerning wages and conditions of em- ployment.	Prof. A. Shortt, (c); Jas. Stewart, (c); John A. Flett, (v) 1.	11 Differences amicably arranged before the Board and strike thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Concluded.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Aug. 26 1907	Montreal Cotton Company and employees.	Employees.	Valleyfield, Que...	2,200	Concerning conditions and wages.	Hon. Mr. Justice Fortin, (c)4; Duncan McCormick, K.C., (e)1; W. Paquette, (m) 1.	4 Sept. 1907	24 Sept. 1907	The employees went on strike on August 13, and the good offices of the Department were requested with a view to effecting a settlement. Mr. F. A. Acland, the then Secretary of the Department, visited the scene of the dispute and explained the provisions of the Act to the parties, with special reference to the sections enabling a dispute in any industry other than that of a mine or public utility to be referred, by mutual agreement between the disputing parties, to a Board of Conciliation and Investigation. As a result of the explanations and efforts at conciliation on the part of the officers of the Department, an application for a Board was forwarded to the Minister, the employees in the meantime returning to work on August 26. The Board was duly established, with the result that the differences were adjusted and an agreement concluded before the Board dating from September 17, 1907, to be effective until May 4, 1908, and thereafter until either side be given a written notice of cancellation of the same. A feature of the agreement was the establishment of a permanent Committee of Conciliation to which it was agreed that all subsequent disputes should be referred.

*These disputes were referred to a Board of Conciliation and Investigation under section 63 of the Act, which provides that "in the event of a dispute arising in any industry or trade other than such as may be included under the provisions of this Act, and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree, in writing, to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this Act," etc. Applications referring to disputes in this class of industry were received also in the cases of W. A. Marsh & Company, Boot and Shoe Manufacturers, Quebec; the Rosamond Woollen Company, Almonte, Ont; the Eastern Townships Manufacturing Company, St. Hyacinthe, Que; L'Association Internationale des Ouvriers en fourrure, Montreal; Davidson Manufacturing Company, Montreal, and A. Gravel Lumber Company, Fitchemin, Que; but the parties concerned not agreeing to refer the differences for dispute according to the provisions of the Act, no action was taken by the Minister.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1908, to March 31, 1909.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 2 1908	Standard Coal Co. and employees.	Employees...	Edmonton.....	20.....	Concerning wages and conditions of labour.	His Honour Judge Taylor (c) 4; F. B. Smith (e) 1; F. H. Sherman (m) 1.	June 19 1908	July 22 1908	Company had previously made an agreement individually with employees. Representative of men was willing to take agreement for what it was worth, but would not enter into same on behalf of union. Board decided to leave the existing agreement intact, and this arrangement appears to have been satisfactory, a strike being thereby averted.
May 12 1908	Nova Scotia Steel and Coal Co. and employees.	Employees...	North Sydney, N.S.	1,750.....	Concerning wages and conditions of labour.	Prof. A. Shortt (c) 3; Dr. D. Allison (e) 2; J. W. Maddin (m) 1.	June 19 1908	Aug. 1 1908	An agreement concluded before the Board on all points, and a strike thereby averted.
May 14 1908	International Coal and Coke Co. and employees.	Employees...	Westville, N.S.....	800.....	Concerning wages and condition of labour.	.....	.....	.....	No Board was established in this case, the parties having come to an amicable agreement, subsequent to forwarding the application, a strike being thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09.—Continued.

I. MINING AND SMELTING INDUSTRY—Continued.

1. COAL MINES—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 15 1908	Acadia Coal Co. and employees.		Stellarton, N.S.	800	Concerning wages and conditions of labour.				No Board was established in this case, the parties having come to an amicable agreement subsequent to forwarding the application, a strike being thereby averted.
May 18 1908	Port Hood and Richmond Ry. Coal Co. and employees.	Employees.	Port Hood, N.S.	300	Concerning wages and conditions of labour.	His Honour Judge McGillivray (c) 3; Geo. S. Campbell (E) 1; Jas. MacDonald (M) 1.	June 8 1908	July 2 1908	A unanimous report was made by the Board with recommendations for a settlement of all differences, which is understood to have been accepted as a basis of working operations, a strike being thereby averted.
July 2 1908	Maritime Coal, Railway and Power Co., Ltd. and employees	Employees.	Chignecto, N.S.	200	Concerning wages and conditions of labour.	Rev. Chas. Wilson (c) 3; B. Barnhill (E) 1; R. B. Murray (M) 1.	July 6 1908	July 27 1908	An agreement was effected before the Board on all the points at issue and covering the period of two years from July 31, 1908, a strike being thereby averted.
Oct. 19 1908	Galbraith Coal Co., Ltd., and employees	Employees.	Lundbreck, Alta.	30	Concerning wages and conditions of labour.	Chas. Simister (c) 3; F. B. Smith, C.E. (E) 1; Jas. A. McDonald (M) 1.	Nov. 25 1908	Dec. 14 1908	The Board presented a unanimous report recommending a basis of settlement, which was subsequently, in correspondence with the department, accepted by both parties to the dispute, a strike being thereby averted.
Mar. 4 1909	Dominion Coal Co. and employees, members of United Mine Workers of America.	Employees.	Glace Bay, N.S.	3,000	Alleged discrimination against members of United Mine Workers of America.	His Honour Judge Wallace (c) 4; G. S. Campbell (E) 2; Daniel McDougall (M) 1.	Mar. 22 1909		Proceedings unfinished.

2. METAL MINES.

July 20 1908	Cobalt Central Mining Co., Ltd., and employees.	Employees...	Cobalt, Ont.....	105.....	Concerning wages and hours.	Prof. S. J. Maclean (c) 4; E. L. Fra-leck (e) 1; C. B. Duke (m) 1.	Aug. 22 1908	Aug. 29 1908	Unanimous report presented by Board making recommendations for the settlement of the dispute, and no cessation of work reported.
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II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

April 28 1908	Canadian Pacific Ry. Co. and various trades in its mechanical department.	Employees...	C.P.R. system....	8,000.....	Concerning wages and conditions of labour.	P. A. Macdonald (c) 4; C. F. Fullerton (e) 1; G. F. Galt (e) 2; Jas. Somerville (m) 1.	May 13 1908	July 16 1908	The Board did not present a unanimous report, Mr. Somerville presenting a minority report. The Board made certain recommendations for settlement of dispute, which were accepted by company with some demur. Men refused to accept findings of Board and ceased work on August 5. They returned to work on October 5, accepting finally recommendations of Board.
May 14 1908	Intercolonial Railway of Canada and Station Freight Clerks' Union, Nos. 1 and 2 of Halifax, N.S., and St. John, N.B.	Employees...	Halifax, N.S., and St. John, N.B.	.....	Concerning wages and conditions of labour.	His Honour Judge McGibbon (c) 4; H. Holgate, C. E. (e) 1; J. G. O'Donoghue (m) 1; R. E. Finn (m) 1.*	Sept. 8 1908	Oct. 6 1908	The proceedings in this case were under the Conciliation and Labour Act by request of the employees and were subject to delay through the inability to act of the member of the Committee of Mediation and Investigation first appointed on the recommendation of the men. The committee was finally constituted and a settlement of all differences effected, a strike being thereby averted.

*Mr. Fullerton, finding himself at an early stage of the proceedings unable to agree with his colleagues, resigned from the Board, and the company declining to make a further recommendation, the Minister appointed Mr. Galt without recommendation.

**Owing to inability of Mr. R. E. Finn to act as member of Board, Mr. J. G. O'Donoghue was appointed in his stead.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09—Continued.

II. TRANSPORTATION AND COMMUNICATION.—Continued.

1. RAILWAYS.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 29 1908	Canadian Pacific Ry. and railway telegraphers in its employ.	Employees...	C.P.R. system...	1,605.....	Concerning wrongful dismissal of certain employees.	Hon. Mr. Justice Fortin (c) 4; C. Campbell, K. C. (E) 1; W. T. J. Lee (M) 1.	June 17 1908	Sept. 26 1908	A unanimous report was made by the Board with recommendations for a settlement of all differences, which was accepted by both parties, a strike being thereby averted.
Aug. 21 1908	Canadian Northern Ry. Co. and carmen on its Lake St. John Division.	Employees...	Lake St. John Division Canadian Northern Ry.	49.....	Concerning wages and conditions of labour.	Ludovic Brunet (c) 3; E. A. Evans (E) 1; P. J. Jobin (M) 1; A. Chartrain (M) 1	Sept. 30 1908	Nov. 19 1908	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties to the dispute, a strike being thereby averted.
Aug. 22 1908	Canadian Pacific Ry. Co. and firemen and engineers in its employ.	Employees...	C.P.R. system...	7,000.....	Concerning wrongful dismissal of certain employees.	Hon. Judge Fortin (c) 3; W. Nesbitt, K.C. (E) 1; J. G. O'Donoghue (M) 1	Jan. 5 1909	Jan. 25 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties, a strike being thereby averted.
Aug. 22 1908	Canadian Northern Ry. Co. and locomotive engineers in its employ.	Employees...	Canadian Northern Ry. system.	341.....	Concerning wages and conditions of labour.	His Honour Judge Gunn (c) 4; F. H. Richardson (E) 1; J. Harvey Hall (M) 1.	Sept. 14 1908	Nov. 16 1908	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties, and a strike thereby averted.

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Dec. 26 1908	Kingston and Pembroke Ry. Co. and employees, members of Order of Railroad Telegraphers.	Employees...	Kingston & Pembroke Ry. system.	19 dir... 1,600 indir.	Concerning wages and conditions of labour.	His Honour Judge Gunn (c) 4; J. L. Whiting, K. C. (e) 1; J. G. O'Donoghue (m) 1.	Jan. 15... 1909	Proceedings unfinished.
Dec. 29 1908	Great Northwestern Telegraph Co. and certain Railroad Telegraphers on Michigan Central Ry. system.	Employees...	Michigan Central Ry. system.	75.....	Abolition of commission by commercial business on Michigan Central Ry. System by Great Northwestern Telegraph Co., without due notice.	Judge McGibbon (c) 4; J. F. Mackay (e) 2; J. G. O'Donoghue (m) 1.	Feb. 8... 1909 Mar. 22... 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The report was substantially in favour of the employees. The company had refused to nominate to the Board and claimed irresponsibility in the matter. The inquiry, though not resulting in an agreement, is understood to have modified the situation to such a degree that danger of the threatened strike was averted.

2. STREET RAILWAYS.

May 8 1908	Ottawa Electric Ry. and its employees.	Employees...	Ottawa, Ont.....	256.....	Concerning wages and conditions of labour.	Prof. A. Shortt (c) 4; G. F. Henderson (c) 1; J. G. O'Donoghue (m) 1.	May 22... 1908 June 15... 1908	Differences amicably arranged before the Board and strike thereby averted.
Sept. 3 1908	Quebec Light, Heat and Power Co. and its Street Railway employees.	Employees...	Quebec, Que.....	116.....	Concerning alleged wrongful dismissal of certain employees.	Omer Brunet (m) 1; W. H. Moore (e) 1.	Oct. 6... 1908	The two members of the Board appointed respectively on the nomination of employing company and employees presented a joint statement making certain recommendations for a settlement of the disputed points, which recommendations were accepted by both parties to the dispute as a settlement of the differences, a strike being thereby averted.

† Owing to inability of A. Chartrain to act as member of the Board, P. J. Jobin was appointed in his stead.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09.—*Concluded.*

II. TRANSPORTATION AND COMMUNICATION.—*Continued.*

3. TEAMSTERS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Feb. 10 1909	Manitoba Cartage Co. Ltd.	Employees...	Winnipeg, Man...	40 dir.... 260 indir.	Concerning alleged discrimination against men connected with the Union.	Rev. Dr. C. W. Gordon (c) 3; Prof. R. Cochrane (E) 2; T. J. Murray (M) 1.	2... Mar. 1909	.....	Proceedings unfinished.
B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.*									
Dec. 17 1908	The John Ritchie Co., Ltd., and certain employees (lasters).	Employees & employers.	Quebec, Que.	300.....	Concerning introduction of certain machine and wages.	Dr. Chas Côté (c) 3; Félix Marois (E) 1; Z. Bérubé (M) 1.	Dec. 31... 1908	Feb. 17... 1909	An agreement was concluded before the Board covering all matters in dispute, effective from February 12, 1909, to May 1, 1910, a strike being thereby averted.

*These disputes were referred to a Board of Conciliation and Investigation under Section 63 of the Act, which provides that "in the event of a dispute arising in any industry or trade other than such as may be included under the provisions of this act and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree, in writing, to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this Act," etc.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1909, to March 31, 1910.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 4 1909	Dominion Coal Co. and employees, members of United Mine Workers of America.	Employees...	Gilace Bay, C.B...	3,000.....	Alleged discrimination against certain employees, members of United Mine Workers of America.	His Honour Judge Wallace (c) 4; G. S. Campbell (E) 2; Daniel McDougall (M) 1.	Mar. 22 1909	April 16 1909	The Board did not present a unanimous report, Mr. McDougall presenting the minority report. The Board found against the contentions of the men, and the latter, refusing to accept the findings, struck on July 6. It was claimed by the company that the output of coal from its mines had practically ceased to be affected during the winter months following, although a considerable number of workmen, members of the United Mine Workers of America, remained on strike at the end of March, 1910.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—Continued.

I. MINING AND SMELTING INDUSTRY—Continued.

1. COAL MINES—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 13 1909	Nicola Valley Coal and Coke Co. and employees.	Employees...	Middlesboro, B. C.	150.....	Alleged discrimination against certain employees.	His Honour Judge P. S. Lampman (c) 3; Thos. Kid-die (E) 1; Thos. Chas. Brooke (M) 1	May 7... 1909	June 3... June 11 June 16 1909	The report of the Board was accompanied by a minority report signed by Mr. T. C. Brooke, the member appointed on behalf of the employees. The report was not accepted by either party, and whilst proceedings were pending for the establishment of a Board in this case the employees ceased work on April 28, and remained on strike until the month of June. On June 15, the department was informed that an understanding had been reached between the management and the men.
April 26 1909	Nova Scotia Steel and Coal Co., Ltd., and employees.	Employees...	Sydney Mines, C. B.	340.....	Wages and conditions of labour and recognition of United Mine Workers of America.	His Honour Judge J. P. Chipman (c) 4; His Honour Judge MacGillivray (E) 2; D. McDougall (M)	June 23... 1909	July 23... 1909	The report of the Board was accompanied by a minority report, signed by Mr. D. McDougall, member appointed on behalf of the employees. The report of the Board found against the claims of the employees. There was, however, no cessation of work, the threatened strike being averted.

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May 1909	8	Western Coal Operators' Association, comprising: Alberta Ry. and Irrigation Co.; H. W. McNeil Co.; Pacific Coal Co.; Leitch Collieries Ltd.; Western Canadian Collieries, Ltd.; Inter. Coal and Coke Co., Ltd., and Hosmer Mines Ltd., and their employees.	Employees...	Lethbridge, Coleman, Little, Bankhead, Hillcrest, Bellevue, Passburg, Canmore and Taber, Alta., Hosmer and Frank, B.C.	2,100.....	Wages and conditions of labour.	Rev. Hugh Grant Macleod (c) 4; Colin Macleod (e) 1; F. H. Sherman (m) 1.	May 15, 1909	June 21, June 23 1909	<p>The report of the Board was accompanied by a minority report, signed by Mr. Colin Macleod, which was, however, in substantial agreement with that of the Board. The report was not definitely accepted by either party, but conferences between the employers and the employees followed its publication, with the result that an agreement was reached, closely following the terms of the award, effective to March 31, 1911. The employees, who had been on strike from April 1, resumed work on July 1.</p>
May 1909	10	Cumberland Railway and Coal Co. and employees.	Employees...	Springhill, N.S....	1,500.....	Wages and conditions of labour and recognition of United Mine Workers of America.	Hon. Mr. Justice Longley (c) 4; Chas. Archibald (e) 2; E. B. Paul (m) 1.	June 5, 1909	July 23 1909	<p>The report of the Board was accompanied by a minority note, signed by Mr. E. B. Paul, the member appointed on behalf of the employees. The Board's findings were substantially in favour of the company. The award was not, however, accepted by the employees, and a strike was declared on August 9, which resulted in the closing down of the company's mines until early in the month of March 1910, when operations were resumed on a limited scale.</p>
June 1909	15	Canada West Coal Co. and employees.	Employer....	Taber, Alta.....	300.....	Wages and conditions of labour.	His Honour Judge R. Winter (c) 3; Colin Macleod (c) 1; W.C. Simmons (m) 1.	July 3, 1909	July 19, 1909	<p>A unanimous report was presented by the Board, making recommendations for the settlement of the dispute. An agreement based on the findings of the Board was subsequently signed by the parties concerned effective from July 30, 1909, to March 31, 1911. The employees who had been on strike from April 23, returned to work on July 30.</p>

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—Continued.

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1. MINING AND SMELTING INDUSTRY.—Continued.

1. COAL MINES.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Nov. 18 1909	Edmonton Standard Coal Co., Ltd., and employees.	Employer....	Edmonton, Alta.	75.....	Wages and dismissal of employees.	Geo. F. Cunningham (c) 3; Frank B. Smith (e) 1; Clement Stubbs (m) 1.	Dec. 2 1909	Dec. 27 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by the parties concerned, a strike being thereby averted.
Dec. 2 1909	James W. Blain, contractor for output of Cardiff Coal Co., Ltd., and employees.	Employer....	Cardiff, Alta.	60 dir..... 15 indir.	Wages and conditions of employment.	.....	.....	.....	Proceedings in connection with the application were discontinued in view of an agreement being reached by the parties concerned.
Jan. 5 1910	Alberta Coal Mining Co. and employees.	Employer....	Cardiff, Alta.	35 dir..... 25 indir.	Wages and conditions of employment.	R. G. Duggan (c) 3; J. O. Hannah (e) 1; Clement Stubbs (m) 1.	Jan. 17 1910	.....	Proceedings unfinished.

2. METAL MINES.

April 5 1909	British Columbia Copper Co. and employees.	Employees....	Greenwood, B.C.	225.....	Alleged discrimination against certain employees.	His Honour Judge P. E. Wilson (c) 1; Edward Cronyn (e) 1; John McInnis (m) 1.	April 20 1909	May 29 1909 June 3 June 11 1909	Three separate reports were presented in this case, the company expressing willingness to accept that of the chairman as a basis of settlement, while the men accepted the report of Mr. John McInnis. The men declared a strike on June 28, which continued until July 24.
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Jan. 1910	British Columbia Copper Co. and employees.	Employer....	Greenwood, B. C.	Employees' unwillingness to work with non-union men.	J. H. Senkler (c) 4; John A. Mara (E) 1 John McInnis (M) 1	Jan. 10 1910	Mar. 29 1910	The report of the Board was accompanied by a minority report, signed by Mr. John McInnis. The Board's report was substantially in favour of the company. The employees concerned being unwilling to concur in the findings of the Board, a strike was declared on April 19, and continued until May 11, when the employees returned to company's service on terms of Board's award.
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II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

Dec. 26 1908	Kingston and Pembroke Ry. Co., and employees, members of Order of Railroad Telegraphers.	Employees....	Kingston - Pembroke Ry. System.	Wages and conditions of labour.	Honour Judge Gunn (c) 4; J. L. Whiting, K. C. (E) 1; J. G. O'Donoghue (M) 1.	Jan. 15 1909	April 22 1909	A unanimous report was presented by the Board, which made certain recommendations for the settlement of dispute. The report, with recommendations, was accepted subsequently by both parties, a strike being thereby averted.
May 7 1909	Canadian Pacific Ry. Co., and railroad telegraphers in its employ.	Employees....	Canadian Pacific Ry. lines.	Concerning alleged unfair dismissal and breach of contract.	Hon. Mr. Justice Fortin (c) 4; Wallace Nesbitt, K. C. (E) 1; W. T. J. Lee (M) 1.	May 29 1909	June 11 1910	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were subsequently, in correspondence with the department, accepted by both parties concerned, a strike being thereby averted.
June 3 1909	Grand Trunk Pacific Ry. Co., and engineers, firemen, conductors, brakemen, baggagemen and yardmen in its employ.	Employees....	Grand Trunk Pacific lines.	Wages and conditions of labour.	Hon. R. F. Sutherland, M. P. (c) 3; F. H. McGuigan (E) 1; J. G. O'Donoghue (M) 1.	June 24 1909	Aug. 14 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute and no cessation of work occurred, the threatened strike being averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—*Continued.*II. TRANSPORTATION AND COMMUNICATION.—*Continued.*1. RAILWAYS.—*Continued.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 8 1909	Canadian Ry. Co. and its maintenance-of-way employees.	Employees.	Canadian Northern Ry. lines west of Port Arthur.	1,100 dir. 700 indir.	Wages and conditions of labour.	His Honour Judge R. M. Myers (c) 1; W. J. Christie (e) 1; J. G. O'Donoghue (m) 1.	June 24 1909	July 21 1909	The report of the Board was accompanied by a minority report, signed by Mr. W. J. Christie. The findings of the Board were subsequently accepted by both parties to the dispute, a strike being thereby averted.
Aug. 11 1909	Intercolonial Railway of Canada and its roundhouse employees.	Employees.	Halifax, N.S.	20 dir. 1,000 indir.	Employers' alleged discrimination against certain employees.	Sir Geo. Garneau (c) 4; Jas. M. Gilmour (e) 1; Aaron A. R. Mosher (m) 1	Sept. 25 1909	Nov. 17 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The findings of the Board were subsequently accepted by both parties to the dispute, a strike being thereby averted.
Oct. 2 1909	Intercolonial Railway of Canada and machinists and fitters in its employ.	Employees.	Intercolonial Ry. system.	363 dir. 43 indir.	Concerning dismissal of certain employees and alleged violation of contract.	His Honour Judge John A. Barron (c) 4; Jas. H. Gilmour (e) 1; J. G. O'Donoghue (m) 1.	Oct. 19 1909	Dec. 8 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.
Dec. 3 1909	Grand Trunk Ry. Co. and telegraphers and station agents in its employ.	Employees.	Grand Trunk Ry. lines, east of Detroit, Mich.	760	Wages, advertising of vacancies, etc.	J. E. Atkinson (c) 4; Wallace Nesbitt, K.C. (e) 1; W. T. J. Lee (m) 1.	Dec. 21 1909	Feb. 21 1910	A report was presented which was unanimous on certain of the matters in dispute, Mr. Wallace Nesbitt, K. C., member appointed on behalf of the company, dissenting from the views of the other members on two points. At the close of the year the department was in communication with the parties to the dispute. No cessation of work occurred.

Mar. 17 1910	Canadian Pacific Ry. Co. and conductors, baggagemen, brakemen and yardmen in its employ.	Employees...	C.P.R. lines.....	1,360.....	Wages and conditions of employment.	J. E. Atkinson (c) 4 Wallace Nesbitt, K. C. (E) 1; J. G. O'Donoghue, (m) 1	Mar. 18. 1910	.....	Proceedings unfinished.
Mar. 17 1910	Grand Trunk Ry. Co. and conductors, baggagemen, brakemen, and yardmen in its employ.	Employees...	G.T.R. lines.....	3,017.....	Wages and conditions of employment.	Wallace Nesbitt, K. C. (E) 1; J. G. O'Donoghue, (m) 1	Mar. 18. 1910	.....	Proceedings unfinished.
Mar. 17 1910	Toronto, Hamilton & Buffalo Ry. Co. and conductors, baggagemen, brakemen and yardmen in its employ.	Employees...	Toronto, Hamilton, and Buffalo Ry. lines.	101.....	Wages and conditions of employment.	F. H. McGuigan (pl); J. G. O'Donoghue (m) 1.	Mar. 18. 1910	.....	Proceedings unfinished.
Mar. 19 1910	Grand Trunk Pacific Ry. Co. and its telegraph and station employees.	Employees...	Grand Trunk Pacific lines.	75.....	Rules and rates of pay.	W. T. J. Lee (m) 1...	Mar. 30. 1910	.....	Proceedings unfinished.
Mar. 22 1910	Dominion Atlantic Ry. Co. and employees.	Employees...	Kentville, N.S....	4 dir..... 25 indir.	Terms of employment and dismissal of certain employees.	.....	.....	.....	Proceedings unfinished.
2. STREET RAILWAYS.									
April 20 1909	Winnipeg Electric Ry. Co. and employees.	Employees...	Winnipeg, Man....	600.....	Concerning wages and conditions of labour.	Rev. C. W. Gordon, D.D. (c) 4; W. J. Christie (E) 1; J. G. O'Donoghue, (m) 1.	May 10. 1909	June 1. 1909	A unanimous report was presented by the Board, accompanied by an agreement covering all points in dispute and effective from May 1, 1909, to May 1, 1911, a strike being thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—Continued.

II. TRANSPORTATION AND COMMUNICATION—Continued.

3. FREIGHT HANDLERS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 17 1909	Canadian Pacific Ry. Co. and freight handlers in its employ.	Employees...	Owen Sound, Ont.	250.....	Concerning wages.....	Donald Ross (c) 4; Wallace Nesbitt K. C. (e) 1; J. G. O'Donoghue (m) 1	June 2... 1909	June 17... 1909	A strike of freight handlers employed by the Canadian Pacific Railway Company at Owen Sound, occurred on May 7 and continued until May 10, when application was made for the establishment of a Board under the Industrial Disputes Investigation Act, to which the dispute was referred for adjustment. The report of the Board was accompanied by a minority report by Mr. O'Donoghue. The report of the Board was accepted by the parties to the dispute, further cessation of work being thereby averted.
Aug. 18 1909	Canadian Pacific Ry. Co. and freight handlers in its employ.	Employees...	Fort William, Ont.	700.....	Concerning wages and conditions of labour.	S. C. Young (c) 3; W. J. Christie (e) 1; W. T. Rankin (m) 1.	Aug. 20... 1909	Aug. 30... 1909	A strike of freight handlers employed by the Canadian Pacific Railway Company at Fort William occurred on August 9, and continued until August 16, when application was made for establishment of a Board under the Industrial Disputes Investigation Act, to which the dispute was referred for adjustment. In the application it was stated that the employees were not informed of the provisions of this Act when the strike was declared. A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by the parties concerned, a further cessation of work being thereby averted.

4. LONGSHOREMEN.

Mar. 14 1910	Allan Line; Donaldson Line; Thomson Line; Leyland Line; White - Star- Dominion Line; Canada Line; South African Line; Mexi- can Line; Manches- ter Liners; Black Diamond Line; Head Line; Canadian Paci- fic Railway Line; and all other owners of steamships navi- gating to Montreal and Syndicated Longshoremen of Montreal.	Employees...	Montreal, Que....	1,800.....	Wages and conditions of employment.	Wm. Lyall (e) 1; Gustave France, (m) 1.	Mar. 24... 1910	Proceedings unfinished.
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5. TEAMSTERS.

Feb. 10 1909	Manitoba Cartage Co. Ltd.	Employees...	Winnipeg, Man...	40 dir.... 260 indir.	Alleged discrimina- tion against men connected with Union.	Rev. Dr. C. W. Gor- don (e) 3; Prof. R. Cochrane (e) 2; T.J. Murray (m) 1.	Mar. 2... 1909	April 1... 1909	A unanimous report was present- ed by the Board, making re- commendations for the settle- ment of the dispute. The re- port was not accepted by the company, but the inquiry had the effect of improving the conditions and bringing about an understanding so that the threatened strike was averted
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10. *Concluded.*

III. MUNICIPAL PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
July 1909	Corporation of Saskatoon, Sask., and labourers in its employ	Employees.	Saskatoon, Sask.	150 dir.... 150 indir.	Concerning wages and conditions of labour.	E. J. Meilicke (c) 4; Alex Smith (e) 1; E. Stephenson (m) 1.	Aug. 4... 1909	Sept. 9... 1909	A report was presented by the chairman and Mr. Alex. Smith, making certain recommendations for the settlement of the dispute, and stating also that an agreement had been reached on all points except the establishment of a minimum wage scale and recognition of the employees' union. No cessation of work was reported.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.

April 27 1909	Dominion Textile Co. and mule spinners in its employ.	Employees.	Montreal, Que.	70 dir.... 3,000 indir.	Concerning wages and conditions of labour.	Hon. Mr. Justice Fortin (c) 3; F. G. Daniels (e) 1; A. A. Gibeault (m) 1.	May 7... 1909	May 25... 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.
STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1910,
to March 31, 1911.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Jan. 5. 1910	Alberta Coal Mining Co. and employees.	Employer.	Cardiff, Alta.	35 dir. 25 indir.	Concerning wages and conditions of employment.	R. G. Duggan (c)3. J. O. Hannah (E)1. Clement Stubbs (m)1.	Jan. 17. 1910	Apr. 2. 1910	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were understood to have been accepted by both parties concerned, a strike being thereby averted.
Apr. 18. 1910	Canadian - American Coal and Coke Co., and employees, members of Frank Local No. 1263, U.M.W.A.	Employer.	Frank, Alta.	262.	Concerning making of new agreement and recognition of U.M.W.A.	I. S. G. VanWart (c)4. Colin MacLeod (E)1. Clement Stubbs (m)1.	Apr. 29. 1910	June 1. 1910	Settlement arrived at by chairman without Board being formally convened; settlement effective to March 31, 1911.
Oct. 26. 1910	Crowsnest Pass Coal Co., Ltd., and employees, members of District No. 18, U.M.W.A.	Employees.	Fernie, B.C.	3,000.	Concerning alleged breach of agreement, and increased charge for special train.	I. S. G. VanWart (c)4. W. S. Lane (E)1. Clement Stubbs (m)1.	Nov. 18. 1910	Feb. 18. 1911	Board effected settlement which was understood to be acceptable to both parties concerned, a strike being thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—*Continued.*I. MINING AND SMELTING INDUSTRY.—*Continued.*1. COAL MINES.—*Continued.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Jan. 16. 1911	North Atlantic Collieries Co., Ltd., and employees, members of Local Union, No. 2173, District No. 26, U.M.W.A.	Employees...	Port Morien, N.S.	110 dir.... 150 indir...	Concerning reduction in wages and conditions of employment.	Prof. Robt. Magill (c)4; Duncan G. MacDonald (e)2; Alexander McKinnon (m)1.	Mar. 9.... 1911	Mar. 23.... 1911	During proceedings for establishment of Board, company went into liquidation and mines were accordingly closed down.
Jan. 7. 1911	The Wettlaufer Silver Mining Co., Ltd., and certain employees.	Employees...	South Lorrain, Ont.	35 dir.... 30 indir...	Concerning reduction in wages.	George Ritchie (c)4; R. F. Taylor (e)1; Chas. H. Lowthian (m)1.	Feb. 20.... 1911	Feb. 28.... 1911	A unanimous report was presented by the Board making certain recommendations for settlement of dispute. No cessation of work occurred.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

Mar. 17. 1910	Toronto, Hamilton and Buffalo Ry. Co., and its conductors, baggagemen, brakemen and yardmen.	Employees...	All lines of T. H. & B. Ry.	101.....	Concerning employees' demand for increased compensation and improved conditions.	J. E. Atkinson (c)4; F. H. McGuigan (e)1; J. G. O'Donoghue (m).	April 6.... 1910	Agreement was reached between parties concerned without Board having been convened. The terms of settlement of this dispute were understood to correspond closely to the terms of settlement of a similar dispute between the C.P.R. and its employees in train and yard service.
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SESSIONAL PAPER No. 36a

Mar. 17. 1910	Canadian Pacific Ry. Co. and its conductors, brakemen, yardmen.	Employees...	All lines of C.P. Ry.	4,360	Concerning employees' demand for increased compensation and improved conditions.	J. E. Atkinson (c) 4; Wallace Nesbitt (E) 1; J. G. O'Donoghue (M) 1.	Mar. 31... 1910	June 22... 1910	<p>Report of Board was accompanied by a minority report signed by Mr. J. G. O'Donoghue, member appointed on the recommendation of the employees. Upon receipt of these reports negotiations were resumed between the company and the employees concerned, which resulted, on July 21, in an agreement to continue in force until terminated by thirty days' notice in writing. The agreement was understood to be in some respects similar to, but in other particulars different from, the terms of settlement proposed by the Board, and was said to correspond closely both in respect of rates of wages and rules to standard rates and rules existing on a number of the principal railway systems in the Eastern States.</p>
Mar. 17 1910	Grand Trunk Ry. Co. and its conductors, brakemen, yardmen.	Employees...	All lines of G.T.R. system	3,017	Concerning employees' demand for increased compensation and improved conditions.	J. E. Atkinson (c) 4; Wallace Nesbitt (E) 1; J. G. O'Donoghue (M) 1.	April 6... 1910	June 22... 1910	<p>Report of Board was accompanied by a minority report signed by Mr. Wallace Nesbitt, K. C., member appointed on the recommendation of the company. Upon receipt of these reports negotiations were resumed between the company and the employees concerned for settlement of the differences in question. These negotiations were continued up till July 18, when a strike was declared of the employees concerned. Strike continued up till August 2, when it was announced that a settlement had been arrived at through Government intervention, the strike being declared off.</p>

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—Continued.

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II. TRANSPORTATION AND COMMUNICATION—Continued.

1. RAILWAYS—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 19 1910	Grand Trunk Pacific Ry. Co. and telegraph and station employees.	Employees.	G.T.P. lines.	75.	Concerning rules and rates of pay.	His Honour Judge D. McGibbon (c) 3; Donald Ross (e) 2; W. T. J. Lee (m) 1.	April 22 1910	July 7 1910	A unanimous report was presented by the Board, which made certain recommendations for the settlement of the dispute. No cessation of work occurred.
Mar. 22 1910	Dominion Atlantic Ry. Co. and employees	Employees.	Kentville, N.S.	1 dir. and 25 indir.	Concerning terms of employment and dismissal of certain employees.	Honourable John N. Armstrong (c) 4; McCallum Grant (e) A. R. Mosher (m) 1.	April 29 1910	May 12 1910	Report of Board was accompanied by a minority report signed by Mr. Aaron A. R. Mosher, member appointed on behalf of the employees, which was accepted by them. The department was informed by the company that there would be no discrimination on its part between union and non-union men. No cessation of work occurred.
May 2 1910	Canadian Northern Ry. Co. and its blacksmiths, members of Blacksmiths' Railway Union No. 117.	Employees.	Winnipeg, Man.	30.	Concerning demand for new working agreement, increased wages and shorter hours.				No Board established, settlement having been arrived at between the parties concerned.
May 2 1910	Canadian Northern Ry. Co. and its blacksmiths' helpers, members of Blacksmiths' Helpers Lodge No. 335.	Employees.	Winnipeg, Man.	Between 30 and 40.	Concerning demand for new working agreement, increased wages and shorter hours.				No Board established, settlement having been arrived at between the parties concerned.

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May 1910	2 Canadian Ry. Co. and its machinists, members of Fort Garry Lodge No. 189, International Association of Machinists.	Employees...	Winnipeg, Man...	325	Concerning demand for new working agreement and increased wages.	No Board established, settlement having been arrived at between the parties concerned.
May 1910	2 Canadian Ry. Co. and its machinists' helpers, members of Federal Union, No. 4.	Employees...	Winnipeg, Man...	57	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	No Board established, settlement having been arrived at between the parties concerned.
May 1910	2 Canadian Ry. Co. and its moulders, members of Moulders' Union, No. 174.	Employees...	Winnipeg, Man...	13	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	No Board established, settlement having been arrived at between the parties concerned.
May 1910	2 Canadian Ry. Co. and certain employees, members of Brotherhood of Railway Carmen, Northern Star No. 371, and Plumbers, Gas and Steamfitters Union No. 479.	Employees...	Winnipeg, Man...	432	Concerning demand for new working agreement, increased wages and shorter hours.	Wm. Elliott Macara (c) 3; David H. Cooper (c) 1; Philip C. Locke (a) 1.	June 28, 1910	Board presented a unanimous report making certain recommendations for a settlement. Award was not accepted by employees concerned, some of whom declared strike on July 7. Strike continued until September 27, when the men returned to work on the terms of the Board's award.
May 1910	2 Canadian Ry. Co. and its boilermakers, boiler-makers' specialists and helpers, members of Boilermakers and Iron Ship Builders of America, Fort Garry, No. 451, and Boilermakers, Iron Ship Builders and Helpers, No. 212.	Employees...	Winnipeg, Man...	170	Concerning demand for new working agreement, increased wages and shorter hours.	David H. Cooper (c) 1.	.....	Pending establishment of Board a settlement was arrived at between parties concerned.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—*Continued.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*RAILWAYS—*Continued*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 21 1910	Intercolonial Prince Edward Island Railways and telegraphers, train dispatchers and station agents, members of Order of Railroad Telegraphers.	Employees.	Canadian Government railway system.	490.....	Concerning proposed amendments to schedule and alleged mistreatment of certain employees.	His Honour Judge John A. Barron (c) 3; J. H. Gilmour (e) 1; J. G. O'Donoghue (m) 1.	Jan. 4. 1911	Feb. 20. 1911	Establishment of Board was postponed owing to arrangements being made for a conference between the Government Railways Managing Board and representatives of the employees concerned. A request was received from the employees on November 14, 1910, for a Board, no settlement having been arrived at. A unanimous report was received making certain recommendations for the settlement of the dispute, which were accepted by the Government Railways Managing Board and by the employees.
June 28 1910	Grand Trunk Ry. Co. and brass workers in Montreal, members of Brass Workers, Local 320.	Employees.	Montreal, Que.	24.....	Concerning demand for minimum rate of 30 cents per hr.	A. G. B. Claxton (c) 4; Wm. Aird (e) 1; C. Rodier (m) 1.	July 13. 1910	July 30. Aug. 2 1910	Report of Board was accompanied by a minority report, signed by Mr. Wm. Aird, member appointed on behalf of the company. Report was accepted by the employees concerned. No cessation of work occurred.

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Sept. 1910	3 Canadian Pacific Ry. Co. and maintenance of way employees.	Employees.	C.P.R. system in Canada.	1,000.	Concerning demand for increased wages and revision of schedule.	His Honour Judge D. McGibbon (c) 4; F.H. McGuigan (E) 1; W. T. J. Lee (M) 1.	Sept. 21, 1910	Mar. 1, 1911	Report of Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on behalf of the company. Department was informed that the majority report was accepted by company and employees concerned.
Sept. 1910	3 Grand Trunk Pacific Ry. Co. and maintenance-of-way employees.	Employees.	Whole system of G.T.P. Ry.	1,000.	Concerning demand for increased wages and revision of schedule.	His Honour Judge D. McGibbon (c) 3; J. W. Dawsey (E) 1; W. T. J. Lee (M) 1.	Sept. 21, 1910	Jan. 7, 1911	Report of Board was accompanied by a minority report signed by Mr. J. W. Dawsey, member appointed on behalf of the company. Report was accepted on behalf of employees concerned. The company, however, declined to be bound by the Board findings. No cessation of work occurred.
	(Canadian Northern Ry. Co. and maintenance-of-way employees.	Employees.	C.N.R. system in Canada.	1,800.	Concerning demand for increased wages and revision of schedule.	His Honour Judge D. McGibbon (c) 3; F.H. McGuigan (E) 1; W. T. J. Lee (M) 1.	Sept. 22, 1910	Mar. 2, 1911	Report of Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on behalf of the company. Employees accepted Board findings. Company, however, declined to be bound by the same, but accepted instead the minority report. No cessation of work occurred.
Feb. 1911	10 Kingston and Pembroke Ry. Co. and firemen and hostlers members of the Brotherhood of Locomotive Firemen and Enginemen.	Employees.	Kingston, Ont.	11 dir. 20 indir.	Concerning demand for increased wages and revision of rules.				Department advised parties concerned that further effort should be made to effect settlement and on March 11, 1911, was informed that an amicable agreement had been arrived at.
July 1910	5 Toronto Ry. Co. and employees, members of Toronto Railway Employees' Union, No. 113.	Employees.	Toronto, Ont.	1,300.	Concerning demand for new working agreement.	His Honour Judge John A. Baron (c) 3; J. P. Mullarkey (E) 1; J. G. O'Donoghue (M) 1.	July 16, 1910	Aug. 20, 1910	A unanimous report was presented by Board making certain recommendations for settlement of dispute, which were accepted by both parties concerned.

2. STREET RAILWAYS.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—Continued.

II. TRANSPORTATION AND COMMUNICATION—Continued.

2. STREET RAILWAYS—Continued

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Aug. 22 1910	British Columbia Electric Ry. Co. and linemen, members of Local No. 213 Inter-Brotherhood of Electrical Workers.	Employees...	Vancouver and vicinity.	50.....	Concerning demand for dismissal of foremen of linemen.	A. E. Beck (e) 1; Jas. H. McVety (m) 1.	.....	Sept. 12... 1910	Constitution of Board not completed, the parties concerned having arrived at a settlement of the matters in dispute.
Oct. 22 1910	Winnipeg Electric Ry. Co. and conductors and motormen, members of Amalgamated Association of Street Railway Employees of America, Local No. 99.	Employees...	Winnipeg, Man...	603.....	Concerning alleged discrimination against certain employees, members of Amalgamated Association of Street Railway Employees.	W. J. Christie (c) 3; Capt. Wm. Robinson (e) 1; L. L. Pelletier, (m) 1.	Nov. 11... 1910	Dec. 13... Dec. 15... 1910	Report of Board was accompanied by a minority report signed by Mr. L. L. Pelletier, member appointed on the recommendation of the employees concerned. Employees ceased work on December 16, 1910, to enforce their demand for reinstatement of four discharged employees. A settlement was effected through the intervention of Citizens' Committee, by which strike was terminated on December 31, 1910.

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3 SHIPPING.

Mar. 14 1910	Allan Line, Donaldson Line, Thomson Line, Leyland Line, White Star Dominion Line, Canada Line, South Africa Line, Mexican Line, Manchester Liners, Black Diamond Line, Head Line, Canadian Pacific Railway Line, and all other owners of steamships navigating to Montreal and Syndicated Longshoremen of Montreal.	Employees.	Montreal, Que....	1,800.....	Concerning wages and conditions of employment.	Honourable Mr. Justice T. Fortin (C) 4; Wm. Lyall (E) 1; Gustave Franco (M) 1.	April 7 1910	April 20 1910	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, an agreement being entered into effective for a period of five years. In connection with the same a permanent Board of Conciliation was established to settle such grievances as might from time to time be complained of.
Aug. 8 1910	Allan Line, Donaldson Line, Thomson Line, Leyland Line, White Star Dominion Line, Canada Line, South Africa Line, Mexican Line, Manchester Liners, Black Diamond Line, Head Line, Canadian Pacific Railway Line, and all other owners of vessels navigating in the Port of Montreal, and the Ship Liners of the Port of Montreal.	Employees.	Montreal, Que....	200.....	Concerning wages, hours and conditions of employment.	W.D. Lighthall (C) 4; J. Herbert Lauer (E) 1; Geo. Poliquin (M) 1.	Aug. 22 1910	Sept. 16 Sept. 17 1910	Report of Board was accompanied by a minority report signed by Mr. J. Herbert Lauer, member appointed on the recommendation of the Shipping Federation of Canada. The report was acceptable to the employees concerned; the shipping companies, however, in a communication addressed to the department, expressed themselves as unable to accept the majority report. No cessation of work occurred.
Sept. 10 1910	Canadian Pacific Steamship Co. and its employees commonly known as deckhands, at Vancouver and Victoria, members of Sailors Union of the Pacific	Employees.	Vancouver and Victoria, B.C.	86 dir. and 50 indir.	Concerning wages, hours and conditions of employment.	His Honour Judge W.W.B. McInnes (C) 3; G. E. McCrossan (E) 2; J.H. McVety (M) 1	Oct. 27 1910	Nov. 28 1910	A unanimous report was presented by Board making certain recommendations for the settlement of the dispute, which were accepted by the employees concerned. The company maintained that it had no dispute with its employees and that, therefore, no action on its part was necessary. No cessation of work occurred.

II. TRANSPORTATION AND COMMUNICATION—Continued.

4. COMMERCIAL TELEGRAPHERS

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 23 1910	Canadian Pacific Ry. Co. and commercial telegraphers, members of Commercial Telegraphers' Union of America.	Employees.	Commercial Telegraph lines of C.P.R.	300.	Concerning wages and conditions of employment.	J. E. Duval (c) 3; F.H. McGuigan (E) 1; D. Campbell (M) 1.	July 7 1910	July 25 1910	A unanimous report was presented by Board in which it was stated that an agreement was concluded between the parties concerned on all points at issue.
Mar. 3 1911	Great North Western Telegraph Co. of Canada and telegraphers, members of Commercial Telegraphers' Union of America.	Employees.	All offices operated by the G.N.W. Telegraph Co. of Canada.	200 direct, 1,100 indirect.	Concerning wages and conditions of employment.	Hon. Mr. Justice J. V. Teetzel (c) 3; Frederick H. Markey (E) 1; D. Campbell (M) 1.	Mar. 30 1911	.....	Proceedings unfinished.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1911-12.

STATEMENT of Application for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1911, to March 31, 1912.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 13 1911	Western Coal Operators' Association and employees, members of District No. 18, United Mine Workers of America.	Employees.	Eastern British Columbia and Southern Alberta.	6,000 dir. an indefinite number indir.	Concerning making of new agreement.	Rev. C. W. Gordon, D. D. (c); Colin Macleod (E) 1; A. J. Carter (M) 1.	April 21 1911	July 10 July 11 1911	The employees concerned in this dispute ceased work on March 31, 1911, on the termination of a two years' agreement with the employing companies. A Board was established by request of the employees on April 18. The Board's report was accompanied by a minority report by Mr. Carter. The operators signified their willingness to negotiate an agreement along the general lines suggested by the Board in its majority report; the employees on the other hand, accepting the minority report of Mr. Carter. The majority of the mines remained closed down until the middle of November, when a new agreement was signed by the parties concerned effective to March 31, 1915.

I. MINING AND SMELTING INDUSTRY—Continued.

1. COAL MINES—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Oct. 23 1911	Alberta Coal Mining Co. Ltd., and employees	Employer...	Cardiff, Alta....	80	Concerning wages and conditions of employment.	J. Norman Fraser (c) 3; O. Hannah (e) 1; Clement Stubbs, (m) 1.	Nov. 27... 1911	Dec. 21... 1911	Report was signed by all three members of the Board, with slight objections noted by MM. Hannah and Stubbs. After the award of the Board had been communicated to both parties concerned there was a cessation of work for a few days. The department was later informed that a settlement had been reached on the basis of the Board's findings, and work resumed.

2. METAL MINES.

May 25 1911	Hudson Bay Mining Co., Ltd., and employees, members Gowganda Miners' Union No. 154, W. F. M.	Employees...	Gowganda, Ont...	30	Concerning reduction in wages.	George Ritchie, K.C. (c) 4; Prof. John Sharp (e.); Duncan J. McDonell (m) 1.	June 9... 1911	July 10... 1911	Report of Board was accompanied by minority report signed by Mr. McDonell. The employees, being unwilling to accept the Board report, declared a strike, of which no formal settlement was reported. Operations were resumed in the company's mine at the end of July.
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II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

May 11 1911	Michigan Central Ry. Co and sectionmen.	Employees.	St. Thomas, Ont.	1,200 to 1,400	Concerning proposed reduction in wages.				The employees concerned in this dispute ceased work on May 1, on account of a proposed reduction in their rate of pay. Application was later made by the employees for the establishment of a Board. Whilst communications were passing between the department and the employees an officer of the department proceeded to St. Thomas at the Minister's request, for the purpose of conferring with the parties concerned. As a result the company restored the scale of wages which had existed prior to May 1, 1911, and announced its willingness to re-engage those who had ceased work.
May 17 1911	Canadian Northern Coal and Ore Dock Co., Ltd., and employees, members of Coal Handlers' Union No. 319.	Employees.	Port Arthur, Ont.	150 dir. 200 indir.	Concerning wages and conditions of employment.	His Honour Judge John McKay (C); George F. Horri- gan (E) 1; Andrew Boyd (M) 1.	June 2, 1911	June 19, 1911	A unanimous report was presented by the Board in which it stated that a settlement had been effected of all points at issue, an agreement effective from May 1, 1911, to April 30, 1912, having been signed by both parties.
May 17 1911	Quebec and Lake St. John Ry. Co., and car men, members of the Brotherhood of Railway Carmen of America.	Employees.	Quebec, Que.	80 dir. 15 indir.	Concerning wages and conditions of employment.				Whilst proceedings looking to the establishment of a Board were in progress, the department was informed that a settlement had been reached on the various points at issue.
July 18 1911	Grand Trunk Ry. Co. and Machinists, members of the International Association of Machinists.	Employees.	G. T. R. System.	2,000 dir. 6,000 indir.	Concerning demand for a new schedule of rules and rates of pay.	Hon. Mr. Justice J. V. Teetzel (C) 3; Hon. Wallace Nes- bitt, K. C., (E) 1; J. G. O'Donoghue (M) 1.	Oct. 11, 1911	Oct. 23, 1911	Report was signed by all three members of the Board, Mr. O'Donoghue, however, dissenting in certain particulars. Department was informed that the findings of the Board were not acceptable to the employees concerned. No cessation of work, however, occurred.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907. PROCEEDINGS 1911-12. *Continued.*II. TRANSPORTATION AND COMMUNICATION.—*Continued.*1. RAILWAYS *Continued.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
July 31, 1911	Grand Trunk Pacific Ry. Co., and Machinists, members of the Inter. Association of Machinists.	Employees.	G.T.P. Ry. System.	150.	Concerning wages and hours, and conditions of employment, Rev. J. L. Gordon† also demand for schedule.	Dr. J. W. Sparling, (c)4. Rev. J. L. Gordon† (e)2. Thos. J. Murray, (m)1.	Oct. 12. 1911	Oct. 28. 1911	A unanimous report was presented by the Board which was favourable to the employees concerned and was accepted on their behalf. The company, in a letter dated November 2, declined to accept the Board's findings. On October 6, the company's shops at Edmonton and Rivers were closed down, and the employees concerned declared a strike on October 10, which continued until December 13, 1912, when an agreement was reached by the parties concerned.*
Aug. 8, 1911	Grand Trunk Pacific Ry. Co. and boiler-makers, members of the Inter. Brotherhood of Boilermakers, Iron Shipbuilders and Helpers of America.	Employees.	G.T.P. System.	150.	Concerning wages, hours and conditions of employment; also demand for schedule.				
Sept. 11, 1911	Canadian Pacific Ry. Co., and various employees, members of the Canadian Brotherhood of Railroad Employees.	Employees.	Calgary and Medicine Hat, Alta.	6,500 dir. 6,500 indir.	Concerning alleged discrimination against members of union.	John Anthony McDonald (m)1.			Proceedings discontinued.

*The two applications here recorded are regarded as one in the tabular statement.

†Honourable Wallace Nesbitt, K.C., was at first appointed a member of the Board, but, being unable to act, withdrew on October 5.

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Nov. 14. 1911	Quebec Central Ry. Co., and telegraph and station employees, members of the Order of Railroad Telegraphers.	Employees.	Quebec Central Ry. lines.	70.....	(Concerning demand for a new schedule of rules and rates of pay.	Pending establishment of Board a settlement was reached.
Dec. 12. 1911	Michigan Central Ry. Co., and station agents, telegraph and telephone operators, and tower men, members of the Order of Railroad Telegraphers.	Employees.	M.C.R. lines in Canada.	115 dir. 3,000 indir.	(Concerning demand for the adoption of certain amendments to the existing schedule.	Peter McDonald (c) 4; J. E. Duval (c) 1; J. G. O'Donoghue (m) 1.	Jan. 17. 1912	Report of Board was accompanied by a minority report signed by Mr. Duval. As a result of the enquiry the company granted an increase of wages and made certain modifications in its rules governing the employment of its station agents, telegraphers, etc. No cessation of work occurred.
Dec. 29. 1911	Pere Marquette Ry. Co., and maintenance-of-way employees and pump men, Members of the Inter. Brotherhood of Maintenance - of - Way employees.	Employees.	Buffalo Division of the Pere Marquette Ry.	140	(Concerning wages, hours, and demand for a set of rules governing both the foregoing.	Hon. Chief Justice Sir Falconbridge (c) 3; Hon. Wallace Nesbitt, K.C. (E) 1; J. G. O'Donoghue (m) 1.	Jan. 20. 1912	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.
Mar. 11 1912	Canadian Pacific Ry. Co., and railroad freight handlers and railway clerks, members of Winnipeg Division, No. 177, Brotherhood of Railroad Freight Handlers and Railway Clerks	Employees.	Winnipeg, Man....	220 dir. 230 indir.	(Concerning alleged discrimination by company against members of the union.	Chas. P. Fullerton, (E) 2; Thos. J. Murray, (m) 1.	.....	At the close of the fiscal year the Board had not been completed by the appointment of a chairman.

II. TRANSPORTATION AND COMMUNICATION.

2. STREET RAILWAYS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 19 1911	Montreal Street Ry. Co., and employees, members of the Amalgamated Association of Street and Electric Railway Employees of America No. 328.	Employees.	Montreal, Que.	30 dir. 1,970 indir	Concerning dismissal of certain employees and alleged discrimination against them as members of union.	Hon. Justice Thos. Fortin (c)4. J. L. Perron, K.C. (e)1. (m)1.	Aug. 11 1911		Board restrained from proceeding by order of court pending determination of an application by the company to the Superior Court for a writ of injunction, declaring the Industrial Disputes Investigation Act to be ultra vires.

3. COMMERCIAL TELEGRAPHY.

Mar. 3. 1911	Great North Western Telegraph Co., of Canada, and telegraphers, members of the Commercial Telegraphers' Union of America.		All offices operated by the G.N.W. Telegraph Co. of Canada.	200 dir. 1,100 indir	Concerning wages and conditions of employment; also alleged discrimination against members of the union.	Hon. Mr. Justice J. V. Teetzel (c)3. Frederick H. Markey (e)1. D. Campbell (m)1.	Mar. 30 1911	July 17 1911	Report of Board was signed by all three members, Mr. Markey and Mr. Campbell, however, each dissenting on one point. The findings of the Board were accepted by both parties concerned.
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4. TELEPHONES.

Sept. 6. 1911	British Columbia Telephone Co., and employees, members of Local Union 213, Inter. Brotherhood of Electrical Workers.	Employees...	Lines of the B.C. Telephone Co.	220.....	Concerning wages and company's attitude toward union men.	John H. Senkler, K.C. (c)3. William M. Barker (E)1. Chas. Enright (M)1.	Oct. 6.... 1911	Nov. 28 1911	Report of Board was accompanied by a minority report signed by Mr. Barker. The department was not informed of the acceptance or non-acceptance by either party of the Board's findings. No cessation of work, however, occurred.
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III. MUNICIPAL PUBLIC UTILITIES.

May 27. 1911	Cities of Port Arthur and Fort William, Ont., and electrical workers, members of Inter. Brotherhood of Electrical Workers of America, Local Union No. 339	Employees...	Port Arthur and Fort William, Ont.	32 dir..... 66 indir....	Concerning wages and hours.	Rev. S. C. Murray D.D. (c)3. J. Dix Fraser (E)1. C. W. Foster (M)1.	June 8.... 1911	July 3..... 1911	A unanimous report was presented by the Board in which it was stated that an agreement had been signed by both cities and their electrical workers, the agreement being effective for one year, from June 1, 1911.
May 29. 1911	City of Edmonton, Alta., and electrical workers, members of Inter. Brotherhood of Electrical Workers of America, Local Union No. 544.	Employees...	Edmonton, Alta.	35.....	Concerning wages and conditions of employment.	Hon. Mr. Justice H. C. Taylor (c)3. Arthur W. Ormsby (E)1. W. Symonds (M)1.	June 9.... 1911	July 5..... 1911	A unanimous report was presented by the Board in which it was stated that a schedule of wages and a set of rules for each department had been drawn up and accepted by both parties to the dispute, effective from July 1, 1911, to May 1, 1913.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.

April 3. 1911	John Ritchie Co. Ltd., William A. Marsh Co. Ltd., Gale Bros. and J. M. Stobo, boot and shoe manufacturers, Quebec, and employees.	Employees...	Quebec, Que.	68 dir..... 875 indir....	Concerning wages.....	Dr. G. W. Jolicœur (c)3. Félix Marois (E)1. Joseph Alphonse Langlois (M)1.	April 24.... 1911	June 26.... 1911	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. It was understood that the Board's findings were accepted by the parties concerned.
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STATEMENT of Applications for Beards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1912, to March 31, 1913.

4.- MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.

1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

1. MINING AND SMELTING INDUSTRY.

1. COAL NINIX.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 4 1912	Inverness Railway and Coal Co. and coal miners in its employ.	Employees.	Inverness, N.S.	500	Concerning wages, conditions of employment, and retention of dues for the Provincial Workmen's Association.	Finlay MacDonald, (c) 4; Major W. Ernest Thompson (e) 1; James Cameron Watters (m) 1.	Aug. 21 1912	Oct. 9 1912	A unanimous report was presented by the Board, in which it was stated that an agreement had been reached by the parties concerned.
July 3 1912	Britannia Mining and Smelting Co. and employees, members of Britannia Miners' Union	Employees.	Britannia Mines, B.C.	300	Concerning wages, conditions of employment, and recognition of union.	Jas. A. Harvey, K.C. (c) 4; W. Ernest Burns (e) 1; George Heather-ton (m) 1.	Aug. 6 1912	Sept. 16 1912	Report of Board was accompanied by a minority report signed by Mr. Burns. The employees concerned accepted the award of the majority of the Board, but the company declined to do so. Mining operations were continued until February 18, when the alleged dismissal by the company of one of the union officials brought the existing dissatisfaction to a head and a strike was declared, which had not been terminated at the end of the fiscal year.

*July 20 1912	McEnaney Mines, Ltd. and employees, members of Porcupine Miners' Union No. 145, W. F. M.	Employees...	Porcupine, Ont...	40 dir. 1,000 indir.	Concerning proposed reduction in wages.	Peter McDonald, (c) 4; H. E. T. Haultain (e) 1; Wm. C. Thompson (M) 1.	Aug. 23... 1912	Nov. 7 (Oct. 21... 1912	Report of Board was accompanied by a minority report signed by Mr. Thompson. The majority report was not acceptable to the employees concerned, and on November 15 a strike was declared, which was practically ended on June 21, 1913, an arrangement having been made by which, although the strike was not officially called off, the men were permitted by the Union to return to work.
*July 26 1912	McIntyre - Porcupine Mines, Ltd., Jupiter Mines, Ltd., Viper Pond Porcupine Mines, Ltd., and Ple-naurum Mines, Ltd., and employees, members of Porcupine Miners' Union No. 145, W. F. M.	Employees...	Porcupine, Ont...	225 dir. 1,000 indir.	Concerning proposed reduction in wages.				
†Nov. 30 1912	Fort Steele Mining & Smelting Co. and employees, members of Kimberley Miners' Union No. 100, W. F. M.	Employees...	Kimberley, B.C.	140	Concerning wages.				
†Dec. 3 1912	Standard Silver Lead Mining Co., Ltd., Van Roi Mines, Ltd., Silverton Mines United, and employees, members of Silverton Miners' Union No. 95, W. F. M.	Employees...	Silverton, B.C.	325 dir. 50 indir.	Concerning wages...				
†Dec. 3 1912	Queens Mines, Inc., and employees, members of Ymir Miner's Union No. 85, W. F. M.	Employees...	Sheep Creek, B.C.	45 dir. 200 indir.	Concerning wages...	W. S. Bullock Webster (c) 3; Chas. R. Hamilton (n) 1; J. N. Bennett (M) 1.	Dec. 21 1912	Feb. 4 Jan. 27 1913	Report of Board was accompanied by a minority report signed by Mr. Bennett. The majority report of the Board found against the demands of the employees. No cessation of work occurred.

*The two applications here recorded are regarded as one in the tabular statement.

†The five applications here recorded are regarded as one in the tabular statement.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.—Continued.

I. MINING AND SMELTING INDUSTRY—Continued.

2. METAL MINES—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
†Dec. 9 1912	Lucky Jim Zinc Mine, Ltd., Rambler Cariboo Mines, Surprise Mine, Hope Mine, Noble Five Mines, Richmond Eureka Mines and Idaho-Alamo Mines, and employees, members of Sandon Miners' Union No. 81. W.F.M.	Employees...	West Kootenay, B.C.	210 dir.... 90 indir.	Concerning wages....				
†Dec. 10 1912	Blue Bell Mine, No. 1 Mine, Highland Mine, Hope Mine, Silver Horde Mine, Molly Gibson Mine, Eureka Mine, Poor-man Mine, and employees, members of Nelson Miners' Union No. 96, W. F. M.	Employees...	Nelson, B.C.....	300.....	Concerning wages....				

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

Mar. 11 1912	Canadian Pacific Ry. Co., and freight handlers and clerks, members of Winnipeg Division No.177, Brotherhood of Railroad Freight Handlers and Railway Clerks.	Employees...	Winnipeg, Man...	220 dir.... 230 indir...	Concerning alleged discrimination by company against members of the union and dismissals.	Hon. Mr. Justice H. A. Robson (c) 4; Chas. P. Fullerton (e) 2; Thos. J. Murray (m) 1.	April 3... 1912	May 3... 1912	A unanimous report was presented by the Board, in which it was stated that the company had re-employed all the employees who wished to return to work.
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†The five applications here recorded are regarded as one in the tabular statement.

April 29 1912	Canadian Ry. Co. and Train Service Organiza- tions.	Northern	Employees.	C.N.R. lines.	2,000.	Concerning the pro- posed displacement of train crews of the Canadian Northern Ry. by the Midland Ry. Co., which had acquired running rights over the Canadian Northern line from Winnipeg to Emerson.	R. Max Denisbourg (E) 1; L. L. Peltier (M) 1.		Pending the final constitution of the Board a satisfactory ar- rangement was arrived at by by the parties concerned.
May 8. 1912	Canadian Coal and Ore Dock Co., Ltd., and coal handlers, most of whom were mem- bers of Coal Hand- lers' Local No. 319.	Northern	Employees.	Port Arthur, Ont.	90.	Concerning alleged breach of agree- ment by company, also concerning wages, recognition of union, and de- mand for yearly con- ference between company and em- ployees.	His Honour Judge John McKay (C) 4; George F. Horrigan (E) 1; Frederick Urry (M) 1.	July 19. July 22. 1912	Report of Board was accompanied by a minority report signed by Mr. Urry. The majority re- port of the Board was in favour of the company. The em- ployees refused to accept same and declared a strike on July 29, which continued until August 5, when an agreement was reached which provided for certain increases in pay and the reinstatement of cer- tain former employees.
June 28 1912	Canadian Pacific Ry. Co., and employees in station and tele- graph service, mem- bers of the Order of Railroad Telegraph- ers.	Pacific	Employees.	C. P. R. system.	1,800 dir. 8,000 indir.	Concerning wages and amendment of condi- tions of service.	Peter McDonald, (C) 4; J. E. Duval (M) 1; J. G. O'Donoghue (M) 1.	Sept. 1. 1912	Report of Board was accom- panied by a minority report signed by Mr. J. G. O'Dono- ghue. The majority report was accepted by the company but was not accepted by the employees concerned. As a result of further conferences between the parties an agree- ment was reached, effective, regarding wages from August 1, 1912, and hours, overtime rates and other changes from October 1, 1912. The threat- ened strike was thereby avert- ed.

II. TRANSPORTATION AND COMMUNICATION—Continued.

1. RAILWAYS—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Nov. 21. 1912	Canadian Pacific Ry. Co., and freight handlers, freight clerks, etc., members of the Canadian Brotherhood of Railroad Employees.	Employees...	Ottawa Division of the C. P. R., Port Arthur and Fort William.	1,300 dir... 15,000 indir	Concerning alleged unfair dismissals and refusal of company to negotiate with employees respecting schedule of rules and rate of pay.	His Honour Judge D. McGibbon (c) 4; J. E. Duval (E) 1; J. A. McDonald, (M) 1.	Nov. 28... 1912	Dec. 11... 1912	Report of Board was accompanied by a minority report signed by Mr. Duval. Prior to the date of the application the employees had gone on strike and remained out from November 1 until February 3, when the department was informed that an agreement had been reached by the parties concerned and the employees had accordingly resumed work.
Dec. 9... 1912	Intercolonial Ry. of Canada and locomotive engineers, members of the Brotherhood of Locomotive Engineers.	Employees...	I. C. R. lines...	8 dir... 350 indir...	Concerning employees' demand for reinstatement of certain employees and for payment for time lost to these and to others who had been suspended.	.....	.....	.....	Proceedings under Act were stayed pending further negotiations between the Government Railways Managing Board and the Brotherhood of Locomotive Engineers. No further action by the Department was necessary.
Jan. 31... 1913	Intercolonial and Prince Edward Island Railways, and certain employees, members of the Inter. Association of Machinists, Inter. Association of Blacksmiths and Helpers, Brotherhood of Railway Carmen of America, Inter. Association of Boiler-makers, and Inter. Association of Boilermakers' Helpers.	Employees...	I.C. and P.E.I. Railway line.	1,500	Concerning employees' demand for revision of schedules and for an eight hour day.	.....	.....	.....	Proceedings under Act were stayed pending negotiations between the Minister of Railways and Canals and a committee of the employees concerned, which resulted in a settlement of the matters in dispute.

SESSIONAL PAPER No. 36a

Mar. 11 1913	Canadian Northern Ry. Co. and certain employees, members of the Order of Railway Conductors	Employees...	C. N. R. lines...	150 dir.... 2,200 indir.	Concerning employees' demands for various changes in existing schedule, including wages, hours and working conditions.	Hon. Mr. Justice A. Haggart (c) 3; Wm. Cross (e) 1; J. Harvey Hall (m) 1.	Mar. 29... 1912	.....	Proceedings unfinished.
Mar. 31. 1913	Canadian Pacific Ry. Co. and certain employees, members of the Brotherhood of Locomotive Firemen and Enginemen.	Employees...	Alberta Division of C.P.R.	2,659 dir.... 7,000 indir.	Concerning alleged breach of agreement by company.	.....	.....	.....	Proceedings unfinished.

2. STREET RAILWAYS.

May 1912	Ottawa Electric Ry. Co. and employees, members of Division No. 279, Amalgamated Association of Street and Electric Ry. Employees of America.	Employees...	Ottawa, Ont.	425.....	Concerning refusal of company to accept terms proposed by the employees providing for increased wages, shorter hours and improved working conditions.	Hon. Mr. Justice J. M. McDougall (c) 4; Travers Lewis, K. C. (e) 1; P. M. Draper (m) 1	May 18... 1912	June 13... 1912	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.
July 18 1912	Halifax Electric Tramway Co. and employees, members of Division No. 508, Amalgamated Association of Street and Electric Ry. Employees of America.	Employees...	Halifax, N.S.	125 dir.... 50 indir.	Concerning wages and conditions of employment as set forth in schedule submitted.	His Honour Judge W. B. Wallace (c) 3; George S. Campbell (e) 1; John T. Joy (m) 1.	Aug. 1... 1912	Aug. 22... 1912	A unanimous report was presented by the Board embodying the terms of an agreement which had been arrived at by the parties concerned.
Aug. 29 1912	Quebec Railway, Light, Heat and Power Co. and street railway employees, members of Fraternité Nationale No. 1. Employés de Tramway.	Employees...	Quebec, Que.	231 dir.... 30 indir.	Concerning wages, recognition of union and reinstatement of certain employees.	Hon. Mr. Justice C. E. Dorion (c) 3; J. L. Perron (e) 1; J. P. N. Simard (m) 1.	Sept. 25... 1912	Dec. 12... 1912	A unanimous report was presented by the Board, embodying an agreement signed by both parties concerned.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.—*Concluded.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*2.—STREET RAILWAYS—*Continued.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Sept. 18 1912	Hull Electric Ry. Co. and employees members of Division No. 591, Amalgamated Association of Street & Electric Railway Employees of America.	Employees.	Hull, Que.	68 dir. 74 indir.	Concerning wages and conditions of employment.	Peter McDonald (c) 4; George D. Kelly (e) 1; George C. Wright, (m) 1.	Oct. 1 1912	Nov. 2 1912	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute which were accepted by both parties concerned.
Sept. 25 1912	Cities of Port Arthur and Fort William and employees in street railway service.	Employees.	Port Arthur and Fort William, Ont.	72 dir. Most of industrial workers in the two cities indirectly.	Concerning alleged breach of agreement and alleged unsatisfactory investigation of charges.	George H. Rapsey (c) 3; Wm. P. Cooke (e) 1; Frederick Urry (m) 1.	Oct. 7 1912	Dec. 16 1912	The report was signed by all three members of the Board, Mr. Urry, however, dissenting in one particular. At a meeting of the Joint Board of Management a resolution was adopted accepting the findings of the Board.

3. SHIPPING.

Sept. 11 1912	Certain Steamship Companies doing business at the port of Halifax, viz. Pickford and Black, Furness-Withy Co., T. A. S. De Wolfe and Son, Canada Atlantic and Plant SS. Co. Cunard Co., Royal Steamship Co., and employees, members of Halifax Longshoremen's Association.	Employees.	Halifax, N.S.	500	Concerning wages.	His Honour Judge W. B. Wallace (c) 3; George A. McKenzie (e) 1; Arthur M. Hoare (m) 1.	Sept. 21 1912	Oct. 15 1912	A unanimous report was presented by the Board, in which it was stated that an agreement had been arrived at by both parties concerned, effective from October 15, 1912 to December 31, 1913.
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4. TELEPHONES.

Mar. 17 1913	British Columbia Telephone Co. and employees, members of Local Union No. 213 Inter. Brotherhood of Electrical Workers.	Employer....	Lines of British Columbia Telephone Co.	1,200 dir.... 1,200 indir.	Concerning wages and conditions of employment.	Through the good offices of the department, conferences were arranged between the officials of the company and a committee of the men, who had ceased work on March 15. These conferences resulted in a settlement of the main points at issue. The men returned to work on March 24.
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III. MUNICIPAL PUBLIC UTILITIES.

Mar. 14 1912	Corporation of the City of Vancouver and certain employees, being scavengers, waterworks employees, and maintenance and construction men, members of Civic Employees' Union and Local of Inter. Union of Hodecarriers, Building and Common Labourers.	Employees....	Vancouver, B.C....	1,200 dir.... 1,200 indir.	Concerning wages of waterworks men, also alleged discrimination against union men.	At the close of the fiscal year the Board had not been completed by the appointment of a chairman.
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B - INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

Jan. 9 1913	Ottawa Car Co., Ltd., and machinists, blacksmiths and helpers, members of Lodge No. 412, Inter. Association of Machinists and Lodge No. 446, Inter. Brotherhood of Blacksmiths and helpers.	Employees....	Ottawa, Ont.....	69.....	Concerning wages and hours.	Hamnett P. Hill (c) 3; George F. Henderson (E) 1; James Cameron Watters (M) 1.	Jan. 17... 1913	A unanimous report was presented by the Board, embodying an agreement signed by both parties to the dispute, effective for one year from January 17, 1913.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1913-14.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1913, to March 31, 1914.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 26 1913	Acadia Coal Co., Ltd. and employees, some of them being members of Local Unions No. 351 and No. 1726, United Mine Workers of America.	Employees.	Stellarton, N.S.	1,125 dir. 260 indir.	Concerning demand for increased wages, reduction in rent, recognition of United Mine Workers of America and reinstatement of certain former employees alleged to have been dismissed for their connection therewith	Hon. John N. Armstrong (c) 3; W. H. Chase (E) 1; J. C. Watters, (M) 1.	June 20 1913	July 14 1913	A unanimous report was presented by the Board, in which it was stated that an amicable settlement of all matters in dispute had been effected.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

March 11 1913	Canadian Railway Co. and conductors, members of the Order of Railway Conductors	Employees.	C.N.R. lines.	350 dir. 2,200 indir.	Concerning employees' demands for various changes in existing schedule, including wages, hours and working conditions.	Hon. Mr. Justice A. Haggart (c) 3; Wm. Cross (E) 1; J. Harvey Hall, (M) 1.	Mar. 29 1913	April 25 1913	Report of Board was accompanied by a minority report signed by Mr. Cross. Mr. Hall, whilst signing the majority report, submitted a statement of points on which he differed from the Chairman. No cessation of work occurred.
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SESSIONAL PAPER No. 36a

Mar. 31 1913	Canadian Pacific Rail- way Co. and certain employees, members of the Brotherhood of Locomotive Fire- men and Enginemen.	Employees...	Alberta Division of C.P.R.	2,650 dir... 7,000 indir.	Concerning alleged breach of agreement by Company re pro- motions.	Prof. Adam Shortt (c) 3; J.H. Wel- lington (E) 1; Da- vid Campbell (M) 1	April 15... 1913	Oct. 21... 1913	Report of Board was accompa- nied by a minority report signed by Mr. Campbell. The majority report stated that the dispute was really between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen. A conference be- tween these Brotherhoods was held in Chicago, at which an agreement was reached pro- viding ways and means for the settlement by joint action of all matters of mutual interest, thus obviating the necessity for fur- ther action by the Board.
July 7 1913	Halifax and South- Western Railway Co. and certain employ- ees, members of the Canadian Brother- hood of Railroad employees.	Employees...	Bridgewater, N.S.	34 dir... 5 indir.	Concerning wages and conditions of em- ployment as per schedule submitted.	A. B. Crosby (c) 3; Major W. Ernest Thompson (E) 1; Jno. A. McDonald (M) 1.	Aug. 12... 1913	Sept. 8... 1913	A unanimous report was present- ed by the Board, embodying the terms of an agreement signed on behalf of both parties to the dispute, effective for one year from June 1, 1913
July 30 1913	Grand Trunk Railway Co. & Maintenance- of-Way employees, members of the In- ternational Brother- hood of Mainte- nance-of-Way Em- ployees.	Employees...	C.T.R. lines in Canada.	3,000...	Concerning wages...	His Honour Judge R. D. Gunn (c) 3; F. H. McGuigan (E) 1; G. D. Robertson (M) 1.	Aug. 27... 1913	Sept. 20... 1913	A unanimous report was present- ed by the Board, making cer- tain recommendations for the settlement of the dispute, which were accepted by both parties concerned.
Aug. 7 1913	Quebec Central Rail- way Co. and shop employees, members of International As- sociation of Machin- ists, Brotherhood of Railway Carmen of America, Interna- tional Brotherhood of Blacksmiths and Helpers and Inter- national Brotherhood of Boilermak- ers, Iron Shipbuild- ers & Helpers.	Employees...	Sherbrooke, Que.	149 dir... 10 indir.	Concerning wages and conditions of em- ployment.				Pending establishment of Board a satisfactory arrangement was arrived at by the parties con- cerned.

II. TRANSPORTATION AND COMMUNICATION.—Continued.

1. RAILWAYS.—Continued.

Date of receipt of application.	Parties to Dispute	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Aug. 25 1913	Grand Trunk Railway Co. and station and telegraph employees, members of the Order of Railroad Telegraphers.	Employees.	G. T. R. lines in Canada.	1,300.....	Concerning wages and conditions of employment as per schedule submitted.	Hon. Honour Judge R. D. Gunn (c) 3; F. H. McGuigan (e) 1; J. G. O'Donoghue (m) 1.	Sept. 11... 1913	Nov. 25... 1913	Report of Board was signed by all three members, Mr. O'Donoghue dissenting, however, on one or two points. The award was accepted by both parties concerned.
Oct. 25 1913	Canadian Pacific Ry. Co. and certain employees, members of International Brotherhood of Maintenance-of-Way Employees.	Employees.	C.P.R. System...	5,000.....	Concerning wages and Company's interpretation of schedule of rules.	Hon. Mr. Chief Justice Richard M. Meredith (c) 4; W. N. Tilley (e) 1; Henry Irwin (m) 1	Dec. 5... 1913	Jan. 21... 1914	Report of Board was accompanied by a minority report signed by Mr. Irwin. The majority report contained a recommendation to the effect that both sides should withdraw for the present their claims for changes in rules and rates. This recommendation was agreed to by both parties concerned.
Nov. 20 1913	Grand Trunk Pacific Railway Co. and Machinists & Boilermakers, members of Lodges Nos. 484 and 559, International Association of Machinists, and Lodge No. 529, International Brotherhood of Boilermakers & Iron Shipbuilders.	Employees.	C.T.P. System...	700 dir... 1,000 indir.	Concerning wages and conditions of employment.	Hon. Mr. Justice A. Haggart (c) 4; Wm. Cross (e) 1; Thos. J. Murray (m) 1.	Dec. 6... 1913	.....	Proceedings unfinished.

Jan. 9 1914	Canadian Northern Ry. Co. and employees, members of Inter- national Brotherhood of Way Employees.	Employees...	C. N. R. lines...	1,800 dir... 3,000 to 4,000 indir.	Concerning wages....	His Honour Judge R. D. Gunn (c) 3; W. N. Tilley (e) 1; Henry Irwin (m) 1	March 5... 1914	.....	Proceedings unfinished.
Jan. 9 1914	Grand Trunk Pacific Railway Co. and em- ployees, members of International Bro- therhood of Main- tenance-of-Way Em- ployees.	Employees...	C. T. P. Ry. lines	1,800 dir... 2,500 indir	Concerning wages....	His Honour Judge R. D. Gunn (c) 3; F. H. McGuigan (e) 1; Henry Irwin (m) 1.	Jan. 30... 1914	Feb. 23... Feb. 26... 1914	Report of Board was accompanied by a minority report signed by Mr. Irwin. The recom- mendations contained in the majority report were accepted by both parties to the dispute.
Mar. 31 1914	Canadian Pacific Ry. Co. and conductors, trainmen and yard- men, members of Order of Railway Conductors and Bro- therhood of Railroad Trainmen.	Employees...	C. P. R. Western lines.	3,000 dir... 2,700 indir	Concerning demand for revision of schedule governing wages and conditions of em- ployment.	.....	.....	.....	Proceedings unfinished.

2. STREET RAILWAYS.

June 25 1912	British Columbia Elec- tric Railway Co. and employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria and No. 134 New West- minster, Amalga- mated Association of Street and Electric Railway Employees of America.	Employees...	Vancouver, Vic- toria and New Westminster, B.C.	2,000 dir... about 300 indir.	Concerning demand for new agreement of wages and working conditions.	Hon. Mr. Justice Denis Murphy (c) 3; H. O. Alexander (e) 1; M. B. Cots- worth (m) 1.	July 4... 1913	Aug. 21... Sept. 3... 1913	Members of Board were unani- mous in their findings regard- ing rules but differed on the question of wages, separate wage schedules being submitted with the majority and minority reports. The minority report was signed by Mr. Cotsworth. As the result of the investiga- tion an agreement was entered into by both parties to the dis- pute.
Mar. 9 1914	British Columbia Elec- tric Railway Co. and employees, members of Local Division No. 101 Vancouver, No. 109 Victoria and No. 134 New West- minster, Amalga- mated Association of Street and Electric Railway Employees of America.	Employees...	Vancouver, Vic- toria and New Westminster, B.C.	137 dir.... 1,563 indir.	Concerning Company's interpretation of cer- tain sections of ex- isting agreement.	Hon. Mr. Justice W. A. Macdonald (c) 4; John Elliot (e) 1; Jas. H. McVety (m) 1.	Mar. 27... 1914	.....	Proceedings unfinished.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1913-14.—*Continued.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*

3. SHIPPING.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 6 1913	Maritime Dredging Co. and tug captain, tug firemen, and dredge workers, members of Tug Captains' Local No. 830, Tug Firemen's Local No. 802, and Dredge Workers' Protective Association Local No. 470.	Employees.	St. John, N.B.	150 dir. 205 indir.	Concerning wages and conditions of employment.	Chas. H. Thomas (c) 4; John E. Moore (e) 1; J. E. Tighe (m) 1.	June 21 1913	Oct. 27 1913	A unanimous report was presented by the Board. The award was declared acceptable to the Company, but was not accepted by the employees concerned. No cessation of work occurred.
Oct. 14 1913	Certain Steamship Companies trading to Port of St. John. N. B., comprising Allan Line, C. P. R. Steamship Lines, Dominion Coal Co., Elder Dempster and Co., Furness Withy and Co., Head Line, New Zealand Shipping Co., Robert Reford Co., Ltd (Donaldson Line) & longshoremen, most of them being members of Local No. 273, International Longshoremen's Association, also coal handlers and trimmers employed by the Dominion Coal Co., members of Local No. 180, International Longshoremen's Association	Employees.	St. John, N.B.	1,049	Concerning wages, hours, and conditions of employment	Walter E. Foster (c) 3; John E. Moore (e) 1; J. E. Tighe (m) 1.	Oct. 22 1913	Nov. 14 1913	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. This report concerned all interests affected except the Dominion Coal Co. and its employees, a separate investigation being made in this case. In the former case the Shipping Companies and employees concerned bound themselves under Section 62 of the Act to abide by the award. In the latter case the award was also unanimous and was accepted by both parties concerned.

Dec. 12 1913	Certain Steamship Companies trading to the Port of St. John, N. B., comprising Allan Line, C. P. R. Steamship and Railway Lines, Head Line, Furness and Manchester Lines, New Zealand Shipping Co., Elder Dempster & Co., Robert Reford & Co., Donaldson Line, C. N. R. Line, and Red Cross Line, and marine warehouse, freight checkers, members of Marine Warehouse Freight Checkers' Union, Local No. 825, International Longshoremen's Association.	Employees...	St. John, N.B....	225 dir.... 1,600 indir.	Concerning wages, hours, and conditions of employment	(i) Fred. Fisher (c) 3; Jos. R. Stone (e) 2; John E. Moore (m) 1.	Jan. 8... 1911	Feb. 7... 1911	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The award was declared acceptable to the employees concerned, but was not accepted by the shipping companies. No cessation of work occurred.
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III. MUNICIPAL PUBLIC UTILITIES.

Mar. 14 1913	Corporation of the City of Vancouver and certain employees, being scavengers, waterworks employees and maintenance and construction men, members of Civic Employees' Union and Local of International Union of Hod carriers, Building and Common Labourers.	Employees...	Vancouver, B.C....	1,200 dir.... 1,200 indir.	Concerning wages of waterworks men, also alleged discrimination against union men	Hon. Mr. Justice Denis Murphy (c) 3; H. O. Alexander (u) 1; Geo. E. McCrossan (m) 1.	April 5... 1913	May 11... 1913	A unanimous report was presented by the Board, making certain recommendation for the settlement of the dispute. The award was accepted by the Corporation of the City of Vancouver and was understood to be acceptable also to the employees concerned.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1913-14. — Concluded.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board; (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 5 1913	Certain Boot and Shoe Manufacturers of the City of Quebec, namely, J. H. Larochelle, W. A. Marsh & Co., J. Ritchie & Co., and O. Goulet and employees, members of La Fraternité Nationale des Cordonniers - Machinistes de Québec.		Quebec, Que.....	25 dir..... 500 indir.....	Concerning wages and alleged breach of agreement.	Hon. H. Cyrias Pelletier (c) 4; Felix Marois (E) 1; Gaudiose Hébert (M) 1	April 28 1913	June 2 June 18 1913	Report of Board was accompanied by a minority report signed by Mr. Hébert. The award was declared acceptable to the Companies concerned. The employees, however, refused to accept same. No general cessation of work occurred.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1914-1915.
STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1914, to March 31, 1915.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I.D.I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I.D.I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I.D.I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I.D.I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. METAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
July 16 1914	Terniskamung Mining Co. and miners, surface labourers and millmen, member of 'Cobalt Miners' Union No. 146, W. F.M.	Employees...	Cobalt, Ont.....	125.....	Concerning proposed reduction of wages.	His Hon. Judge A.A. Mahaffy, (C)4; R.P. Rogers, (E)1; Jas. Dogue, (M)1.	Aug. 1..... 1914	Sept. 3..... Sept. 11 1914	Prior to the investigation the Company had ceased operations owing to conditions caused by the war. The Board presented two reports the minority report being signed by Mr. Dogue. The Board recommended certain improvements in conditions to take effect when work was resumed.
Oct. 8 1914	Miller Lake O'Brien Mine and employees members of Gowganda Miners' Union No. 154, W. F.M.	Employees...	Gowganda, Ont....	50 dir.... 100 indir.	Concerning proposed reduction of wages, conditions of employment, and alleged discrimination against members of Union.	His Hon. Judge A.A. Mahaffy, (C)4; R. H. James, (E)1; Robt. A. Allen, (M)1.	Nov. 5..... 1914	Nov. 27..... Nov. 30 1914	Report of Board was accompanied by a minority report signed by Mr. Allen. The Board recommended that the employees should accept the reduced rates until the return of normal conditions. No cessation of work occurred.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Nov. 20 1913	Grand Trunk Pacific Railway Co. and machinists & boiler-makers, members of Lodges Nos. 484 and 559, International Association of Machinists, & Lodge No. 529, International Brotherhood of Boiler-makers and Iron Shipbuilders.	Employees...	G.T.P. System...	700 dir... 1,000 indir.	Concerning wages and conditions of employment.	Hon. Mr. Justice A. Haggart, (c)4; Wm. Cross, (e)1; Thos. J. Murray, (m) 1.	Dec. 6.... 1913	April 14... 1914	Report of Board was accompanied by a minority report signed by Mr. Cross. The award was declared acceptable to the employees concerned but was not accepted by the Company. No cessation of work occurred.
Jan. 9 1914	Canadian Northern Railway Co. and employees, members of International Brotherhood of Maintenance of Way Employees.	Northern Employees...	C.N.R. lines....	1,800 dir... 3,000 to 4,000 indir.	Concerning wages....	His Honour Judge R.D. Gunn, (c)3; W.N. Tilley, (e)1; Henry Irwin, (m) 1.	March 5... 1914	June 11... July 13 1914	Report of Board was accompanied by a minority report signed by Mr. Irwin. The Board recommended that no change should be made in the rates of wages paid to the employees concerned. This was agreed to by both parties.
March 31 1914	Canadian Pacific Railway Co., and conductors, trainmen & yardmen, members of Order of Railway Conductors and Brotherhood of Railroad Trainmen.	Employees...	C.P.R. Western lines.	3,000 dir... 2,700 indir.	Concerning demand for revision of schedule governing wages and conditions of employment.	His Honour Judge R.D. Gunn, (c)4; Isaac Pitblado, (e)1; D. Campbell, (m) 1.	April 20... 1914	August 5... 1914	Report of Board was accompanied by a minority report signed by Mr. Campbell. Mr. Pitblado, whilst signing the report, made some reservations which he set forth in a separate statement. The employees refused to accept award and asked that the schedule in force might be continued. To this the Company subsequently agreed.

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April 22 1914	Michigan Central Railroad Co. and employees, being train despatchers, station agents, etc., members of Order of Railroad Telegraphers.	M.C.R. lines in Canada.	115 dir. . . . 3,000 indir.	Concerning wages and conditions of employment.	His Honour Judge Colin G. Snider, (c)4; Rodger Black, (e) 1; David Campbell, (m)1.	May 12. . . . 1914	June 19. . . . 1914	Report of Board was signed by all three members, Mr. Black, however, dissenting on one or two points. Following the report of the Board negotiations took place between the Company and the employees concerned, which resulted in a settlement of all points at issue.
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2. STREET RAILWAYS.

March 9 1914	British Columbia Electric Railway Co. and employees, members of Local Division No. 101 Vancouver, No. 109 Victoria and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.	Vancouver, Victoria and New Westminster, B.C.	137 dir. . . . 1,562 indir.	Concerning Company's interpretation of certain sections of agreement.	Hon. Mr. Justice W. A. Macdonald, (c) 1; John Elliot, (e) 1; Jas. H. McVety, (m) 1.	March 27. . . . 1914	June 5. . . . 1914	Report of Board was accompanied by a minority report signed by Mr. Elliot. Through the efforts of Mr. McNiven, one of the officers of the Department of Labour, conferences were subsequently held which resulted in a satisfactory arrangement.
June 6 1914	St. John Railway Co. & employees, members of Division No. 663, Amalgamated Association of Street and Electric Railway Employees of America.	St. John, N.B. . . .	90 dir. . . . 60 indir. . .	Concerning alleged discrimination against a member of the Union.	Robert L. Hayes, (c) 3; His Honour Judge J. G. Forbes, (e) 2; Jas. L. Sugrue, (m) 1.	June 22. . . . 1914	July 8. . . . 1914	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The Company refused to accept the award and a strike of the employees followed, which continued from July 22 to July 24, when an agreement was entered into by both parties concerned.
July 2 1914	Ottawa Electric Railway Co. and employees, members of Division No. 279, Amalgamated Association of Street and Electric Railway Employees of America.	Ottawa, Ont.	450.	Concerning wages, hours, and recognition of Union.	A. E. Frupp, M. P., (m) 1.	.....	.....	Proceedings discontinued, an agreement having been reached by both parties concerned, effective to June 30, 1916.

III. LIGHT AND POWER

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 2 1914	Toronto Electric Light Co. and Toronto Railway Co. and electrical workers. members of Local No. 353, International Brotherhood of Electrical Workers.	Employees...	Toronto, Ont....	200.....	Concerning wages, hours, conditions of employment and alleged discrimination against members of Union.	His Honour Judge D. McGibbon, (c)3; H. H. Dewart, K.C. (E)1; J. G. O'Donoghue, (M)1.	May 12.... 1914	July 28.... 1914	Report of Board in the case of the Toronto Electric Light Company was accompanied by a minority report signed by Mr. Dewart. Negotiations resulted in a settlement of the dispute, thus obviating the necessity for any action in connection with the dispute between the Toronto Railway Co. and employees.
June 18 1914	Dominion Iron and Steel Co. and electrical workers, members of Local No. 293, International Brotherhood of Electrical workers.	Employees...	Sydney, N.S.....	55 dir.... 2,000 to 3,000 indir.	Concerning alleged discrimination against members of Union.	Rev. I. W. MacMillan, (c)3; W. H. Chase, (E)1; Arthur S. Kendall, M.D., (M)1.	July 14.... 1914	August 15.... 1914	A unanimous report was presented by the Board, accompanied by an agreement signed on behalf of both parties concerned.
July 15 1914	Dominion Power and Transmission Co., Ltd., and electrical workers, members of Local No. 390, International Brotherhood of Electrical Workers, and others.	Employees...	Hamilton, Ont....	16 dir.... 14 indir.	Concerning wages, hours and conditions of employment	His Honour Judge L. B. C. Livingstone, (c)4; C. F. Maxwell, (E)2; John B. Pegg, (M)1.	August 10.... 1914	Aug. 28.... 1914	Report of Board stated that on the request of both parties concerned the investigation was not proceeded with.

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IV. MUNICIPAL PUBLIC UTILITIES.

May 9 1914	Toronto Hydro-Electric System and electrical workers. members of Local No. 353, International Brotherhood of Electrical Workers.	Employees...	Toronto, Ont....	200 dir... 55 indir.	Concerning wages, hours, conditions of employment, and alleged discrimination against members of Union.	His Honour Judge Colin G. Snider, (C)4; F. W. Wegenast, (E)1; Fred. Bancroft, (M)1.	May 27... 1914	June 19... 1914	Report was signed by the Chairman and Mr. Bancroft and embodied a schedule of wages and working conditions which were recommended to become effective from May 1, 1914. Mr. Wegenast did not concur in the award. The findings were accepted by both parties concerned.
June 4 1914	London Hydro-Electric Commission and electrical workers. members of Local No. 120, International Brotherhood of Electrical Workers.	Employees...	London, Ont....	26 dir... 11 indir.	Concerning wages, and conditions of employment.	John Jacobs, (M)1.	.....	.....	Proceedings discontinued at the request of both parties concerned.
Oct. 13 1914	City of Edmonton and employees in telephone, electric light and street railway departments, members of Local No. 544, International Brotherhood of Electrical Workers and non-union power house employees.	Employees...	Edmonton, Alta...	255 dir... 55 indir.	Concerning alleged reduction of wages, without required notice.	Hon. Mr. Justice J. D. Hyndman, (C)3; Kenneth W. McKenzie, (E)1; John B. Pegg, (M)1.	March 11... 1915	March 23... 1915	Prior to the investigation agreements were entered into between the Corporation of Edmonton and the employees in the telephone, electric light and street railway departments. The Board therefore dealt only with the case of the power house employees. The report was signed by all three members, Mr. Pegg, however, dissenting on one point. The award was accepted by both parties concerned.
Mar. 9 1915	City of Calgary and electrical workers. members of Local No. 348, International Brotherhood of Electrical Workers.	Employees...	Calgary, Alta....	30	Concerning proposed reduction of wages and termination of agreement.	R. A. Brown, (E); John B. Pegg, (M)1.	.....	.....	Proceedings unfinished.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS, 1914-15—Concluded.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 7 1914	Ottawa Car Manufacturing Co., Ltd., and machinists and boilermakers, members of Lodge No. 412, International Association of Machinists.	Employees...	Ottawa, Ont.....	75	Concerning wages and conditions of employment.	Hamnett P. Hill, (c)3; Geo. F. Henderson, K.C., (E)1; J.C. Watters, (M)1.	May 9..... 1914	May 29..... 1914	A unanimous report was presented by the Board, accompanied by an agreement entered into by both parties.
June 15 1914	Certain Montreal contractors and their respective employees, being carpenters & joiners, members of the United Brotherhood of Carpenters and Joiners of America.	Employees...	Montreal, Que....	500	Concerning alleged refusal of employers to comply with agreement of 1912.	Hon. Mr. Justice J. Beaudin, (c)4; John J. York, (E)1; Gustave Franceq, (M)1.	June 23..... 1914	July 21..... 1915	Report of Board was unanimous and was accompanied by a memorandum of agreement signed on behalf of both parties concerned, effective to June 1, 1917. A strike had occurred on June 1, which continued until June 15, when through the efforts of an officer of the Department of Labour the differences in question were referred for adjustment under section 63 of the Act.
Dec. 1914	S. J. D. McArthur & Co., Ltd., contractors, and employees, being workmen employed in the Edmonton, Dunvegan and British Columbia Railway shops at West Edmonton, Alta.	Employees...	Edmonton, Alta..	127	Concerning reduction of wages.	Hon. Mr. Justice J. D. Hyndman (c)3; O. M. Biggar, K.C, (E)1; Wm. Macadams, (M)1.	January 4..... 1915	Proceedings unfinished.

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Jan. 14 J. D. McArthur & Co., 1915 Ltd., Contractors and employees, being train operatives on the Edmonton, Dun- vegan and British Columbia Railway and the Alberta and Great Waterways Railway.	Employees	Edmonton, Dun- vegan and Bri- tish Columbia Railway and the Alberta and Great Water- ways Railway.	Concerning reduction of wages.	S. A. Dickson, (c) 4; O. M. Biggar, K. C., (e) 1; D. Campbell, (m) 1.	March 16... 1915	Proceedings unfinished.
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III. REPORTS OF BOARDS OF CONCILIATION AND INVESTIGATION RECEIVED DURING THE FINANCIAL YEAR 1914-15.

(For the information of Parliament and the public, the report and recommendation of the Board, and any minority report, shall, without delay, be published in the *Labour Gazette*, and be included in the Annual Report of the Department of Labour to the Governor-General.—Section 29 of the Industrial Disputes Investigation Act, 1907.)

Each Board report is preceded by a tabular synopsis, and by some introductory remarks devoted to particular features which may have developed in connection with the dispute.

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I.—APPLICATION FROM MACHINISTS AND BOILERMAKERS, MEMBERS OF LODGES NOS. 484 AND 559, INTERNATIONAL ASSOCIATION OF MACHINISTS, AND LODGE NO. 529, INTERNATIONAL BROTHERHOOD OF BOILERMAKERS AND IRON SHIPBUILDERS, EMPLOYED BY THE GRAND TRUNK PACIFIC RAILWAY COMPANY.—BOARD ESTABLISHED.—BOARD REPORT ACCOMPANIED BY MINORITY REPORT.—SETTLEMENT EFFECTED.

Application received—November 20, 1913.

Parties concerned—Grand Trunk Pacific Railway Company and machinists and boilermakers, members of Lodges Nos. 484 and 559, International Association of Machinists, and Lodge No. 529, International Brotherhood of Boilermakers and Iron Shipbuilders.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 700; indirectly, 1,000.

Date of constitution of Board—December 6, 1913.

Membership of Board—Honourable Mr. Justice A. Haggart, Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wm. Cross, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. Thos. J. Murray, also of Winnipeg, Man., appointed on the recommendation of the employees concerned.

Reports received—April 14, 1914.

Result of inquiry—The report of the Board was accompanied by a minority report, signed by Mr. Cross. The Board made certain recommendations for the settlement of the dispute, same to remain in force for one year from July 1, 1914, and thereafter, unless terminated by the other party giving thirty days' notice prior to July 1 in any year. Mr. Cross in his minority report recommended that the present conditions should prevail.

The Minister of Labour received on April 14 the majority and minority reports of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Grand Trunk Pacific Railway Company and machinists and boilermakers, members of the International Association of Machinists, Lodges Nos. 484 and 559, and the International Brotherhood of Boilermakers and Iron Shipbuilders of America, Lodge No. 529. The majority report was signed by the chairman and Mr. Thos. J. Murray, the employees' nominee, the minority report by Mr. Wm. Cross, member appointed on the recommendation of the company.

The application in this matter stated that there were 700 employees directly affected by the dispute, and 1,000 indirectly; also, that the dispute related to a demand on the part of the employees for increased wages and improved working conditions.

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The Board was established by the Minister on November 22, and was constituted as follows: Honourable Mr. Justice Alex. Haggart, Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wm. Cross, Winnipeg, Man., company's nominee, and Mr. Thos. J. Murray, Winnipeg, Man., employees' nominee.

The report of the Board stated that at the commencement of the proceedings the employees agreed to accept the award provided the company would also agree to do so; this, however, the company did not see its way clear to do. Meetings were held between the company and the men, the Board adjourning for a month to permit of negotiation. As a result the questions in dispute were reduced to less than half a dozen important issues. The Board recommended that the rules and regulations now in force for workmen in the Motive Power and Car Departments of the Grand Trunk Pacific Railway should be amended, in so far as concerned machinists, boilermakers, and the apprentices, specialists and helpers of both trades, by the addition and incorporation of the articles contained in the schedule submitted by the Board, the same to remain in effect for one year from April 1, 1914, and thereafter from year to year unless either party should give notice in writing thirty days prior to the first of April in any year. The Board recommended also that a higher standard of education and mechanical ability be required of an apprentice before entering upon his apprenticeship.

Mr. Wm. Cross, in his minority report, dissented from the findings of the majority of the Board, and gave his reasons why existing conditions should continue.

The Department received, on April 21, a letter on behalf of the employees, stating that it would be agreeable to them to accept the Board's recommendations, and that the dispute would be adjusted accordingly, provided the recommendations were put into operation.

The company declined to accept the award and there were unmistakable evidences of serious friction between the management and the employees. Negotiations followed in which the Department took part, and by some mutual concessions an arrangement was reached without any cessation of work.

REPORT OF BOARD.

Following is the text of the report of the Board of Conciliation and Investigation:

WINNIPEG, Man., April 9, 1914.

To the Honourable the Minister of Labour, Ottawa.

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Grand Trunk Pacific Railway Company (Employer) and its machinists and boilermakers, being members of the International Association of Machinists, Lodges Numbers 484 and 559, and the International Brotherhood of Boilermakers and Iron Shipbuilders of America, Lodge No. 529 (Employees).

Under the direction and authority of the Minister of Labour, the Board established on the sixth day of December, A.D. 1913, proceeded to investigate and

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to inquire into the dispute set out in the application and in the proceedings filed in the Department of Labour.

This Board sat continuously from its organization until January 19, 1914, during which time many witnesses were produced from the company's lines from Lake Superior to the Rocky Mountains and from the other Transcontinental lines, on behalf of both employer and employees, when the existing conditions were very fully enquired into. The case of each of the parties was well presented to the Board.

At the commencement of the proceedings the men agreed to accept the finding of the Board if the company would also then agree to do so. The company did not see its way clear to so agree. After the Board had sat for a considerable time, as it appeared that there was no immediate prospect of arriving at a unanimous finding, the Chairman suggested that there be an adjournment for a month to allow negotiations between the men and the company.

On resuming the sittings of the Board, it was found that they had not arrived at any settlement. During the sittings and during the adjournment, meetings took place between the company and the men with the object of arriving at conclusions that were suggested from time to time by the Board, and the result of these meetings was that the many questions in dispute were narrowed down to less than half a dozen important issues, the chief of which were:

1. Definition of trades.
2. Apprentice regulations.
3. The number of working hours per day.
4. The rules covering increased compensation and rates.

The Board continued their sittings and heard further evidence and the reasons that were advanced by both parties, and ultimately found that a unanimous conclusion could not be arrived at.

The undersigned, constituting a majority of the Board, beg to report:

That the regulations and rules now in force for workmen in the motive power and car departments of the Grand Trunk Pacific Railway, a copy of which regulations and rules is hereunto annexed, be, in so far as the machinists, boiler-makers, and the apprentices, specialists and helpers of both trades are concerned, amended by the addition thereto and incorporation therein of the articles contained in the Schedule hereunder written, and that wherever, as a result of such amendment, any conflict arises between the wording of such regulations and rules and the wording of such Schedule, then and in every such case the wording of the Schedule shall prevail.

The employees strenuously urged that the apprentices should be limited in number as provided for in the Schedules in operation between the Canadian Pacific Railway and its employees and the Canadian Northern Railway and its employees. The company resisted, urging that its system had been the evolution of nearly half a century of railway operation. The chairman did not desire to alter the present conditions, while Mr. Murray strongly urged the contentions of the men, but for the purpose of arriving at a consensus the undersigned join in recommending, with a view of endeavouring to meet the aims of both parties and to restrict the number to be employed, and to raise the standard generally, that a higher standard of education and mechanical ability be required of an apprentice before he be permitted to enter upon his

apprenticeship, and that there be a regulation requiring the production of certificates showing the candidate for apprenticeship to have passed the Public School Leaving examination and to have attended courses of technical high school instruction for at least two terms, or such other qualifications as may be agreed upon between the men and the company.

The Board desire to call attention to the fact that the underwritten Schedule is at present in force on the other railways in Western Canada, and to the fact that the same was in substance recommended by the Board of Conciliation which sat and made its report in reference to practically the same subject matter on the twenty-fifth day of October, A.D. 1911.

During the sittings the company urged that the committee did not have a majority of the men behind them. As a result of this contention, two votes of the employees of the company were taken, one on behalf of the company, and the other on behalf of the committee of the men, and the results of each of these votes were used for and against the said contention of the company. The results of these two votes as shown by the evidence produced before the Board was certainly contradictory, therefore unsatisfactory. The men urged that when the company's vote was taken the employees were not free agents, and that in signing as they did they were doing what they felt it was necessary to do if they were to hold their positions. On the other hand, the company claimed that the employees, in giving their answer on the vote taken on behalf of the committee of the men, were subject to the dictation of the union. In order that all doubt as to where the men stood might be removed from the minds of the Board, the employees suggested that the chairman take a secret vote or ballot. The company demurred to this. The Board doubted its right to consider such an issue as the contention of the company practically constituted an appeal from the action of the Minister of Labour in granting a Board.

Schedule of Rules and Rates Governing Machinists, Boilermakers, and the Apprentices, Specialists and Helpers of Both Trades.

ARTICLE I.

Duration.

On and after July 1, 1914, the following rules and rates will govern machinists, boilermakers, and the apprentices, specialists and helpers of both these trades in all shops and round-houses, and will remain in effect until July 1, 1915, and from year to year thereafter unless thirty days' notice in writing is given by either party concerned; such notice to be given thirty days previous to the 1st of July in any year.

ARTICLE II.

Hours.

Clause (a). The day hours in back shops will be from 7 a.m. to 12 a.m. and 1 p.m. to 5 p.m. Monday to Friday, inclusive, and 7 a.m. to 12 a.m. on Saturday.

Clause (b). Night hours in back shops will be from 7 p.m. to 12.30 a.m., and 1 a.m. to 6 a.m. five nights per week, for which eleven and one-half hours per night will be allowed.

Clause (c). In round-houses nine hours will constitute a day's work; hours to be worked between 7 a.m. and 6 p.m.

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Clause (d). Night hours in round-houses shall be from 7 p.m. to 12.30 a.m., and from 1 a.m. to 6 a.m., for which eleven hours will be allowed.

ARTICLE III.

Overtime.

Clause (a). Overtime rates will be as follows: From the close of schedule shop hours, or bulletin hours, to 12 p.m. time and one-half, after 12 p.m. double time. Sundays, all Dominion holidays, including New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, will be paid at the rate of time and one-half; should any one of the above days fall upon Sunday, the day observed by the Federal Government, or the Provincial Government, will be observed. Men will not be laid off during regular working hours to equalize overtime made.

Clause (b). The hour between 12 a.m. and 1 p.m. will be considered overtime, and will be paid for at the rate of time and one-half.

Clause (c). No call to work overtime will be paid less than 5 hours unless otherwise specified in this schedule. Men who, while working, are told to continue work after shop hours, or who are told to come back and work overtime, commencing not over one hour after shop hours, will not be considered to have been called out.

Clause (d). Night men called during the day will receive the same consideration.

Clause (e). The regular overtime period for relay and regular night men in connection with Sundays and specified holidays commences at 5 p.m. on the Sunday or holiday, and ends 24 hours later.

Clause (f). Where relay men lay off for any other reason than sickness, and to suit their own convenience, men replacing them will be paid straight time during the first night, but if relay men are compelled to lay off as the result of serious illness of themselves or members of their own family, men replacing them will be paid overtime rates for the first night, providing they have worked during the previous day. When men are unable to work on account of illness they must make every effort possible to advise the foreman in time, so he can arrange for relief.

Clause (g). Men working in relays may exchange shifts periodically if they desire to do so, but the Company is not to incur any additional expense thereby. The foreman and the men at each point are at liberty to make satisfactory local arrangements.

Clause (h). Men who have been in the service six months may, on application, have choice of day or night shifts over new men engaged, but the Company shall incur no extra expense through men changing shifts on this account.

ARTICLE IV.

Wrecks.

Employees called for wrecks will receive pay from time called for, or from the time of registration. Straight time to be allowed when travelling to or from wrecks, except on Sundays or specified holidays, and time and one-half when working at wrecks, or when in charge of wrecked engines. No time will be allowed when laid up for rest.

ARTICLE V.

Travelling.

Clause (a). When employees are sent out on the road to work temporarily at points where there is no mechanical supervision, they will be paid shop rates for continuous time, day and night, during the first twenty-four hours, less one hour for each four meals, and continuous straight time, day and night, less regular meal hours, as above thereafter, except on Sundays and specified holidays, when time and one-half will be allowed. No expenses to be allowed.

Clause (b). Men sent out to work temporarily at other stations under the supervision of a foreman will be paid at shop rates while working at such stations, and travelling time as per Clause D.

Reasonable expenses while travelling and working during a period not exceeding two weeks will be allowed. Receipts to be attached to expense voucher.

Clause (c). When it is necessary to transfer men to other shops, they will be allowed travelling time as per Clause D, and reasonable expenses until they arrive at their destination. Receipts to be attached to expense vouchers.

Clause (d). Travelling time in connection with Clauses B and C to be computed on the basis of straight time for the first nine hours of each twenty-four hours commencing from the departure of the train. On Sundays and specified holidays time and one-half will be allowed on the same basis.

Clause (e). Men transferred to other stations at their own request will be given transportation, but will not be paid either travelling time or expenses.

ARTICLE VI.

Reduction.

Clause (a). When reduction of expense is necessary the hours will be reduced to at least eight hours per day five days per week in back shops before men are laid off. When force is reduced men will be laid off according to their seniority at each station, unless a satisfactory local arrangement is made otherwise.

Clause (b). When force is again increased, or when vacancies occur, men who have been laid off will be given preference of employment if available, providing services have been satisfactory. Men laid off at one point will be transferred to another in preference to hiring new men, if practicable.

Clause (c). The seniority of an apprentice who has completed his apprenticeship will date from commencement of work as a journeyman.

ARTICLE VII.

Committees.

Clause (a). Employees having grievances, either specific or of a general nature, may present their case to the proper officer. If investigation is desired the aggrieved party or another employee representing him may, during working hours, arrange with his foreman for same, investigation to be held within 48 hours after such application, and in case a satisfactory adjustment cannot be made the case may be referred to the next highest officer of the department until the manager is approached. If after investigation the employee is found unjustly dealt with he will be paid for all time lost.

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Clause (b). Leave of absence and free transportation will be granted to employees to go before the management, but in cases of grievances, application for passes and a full statement concerning the matter to be discussed must be submitted to the officer directly in charge of the station at least one week before the meeting is desired.

Clause (c). No employee representing his fellow workman will be discriminated against.

ARTICLE VIII.

Pay Cheques.

Pay cheques will be issued to men leaving the service at Regina, Melville, and points east thereof, within sixty hours, and points west thereof within ninety-six hours; Sundays and specified holidays not included. If cheques are not available men will be entitled to nine hours for each day they are compelled to wait beyond the above limits.

ARTICLE IX.

Leave of Absence.

Employees will be granted leave of absence and passes, or reduced rates, in accordance with the current general regulations of the Company.

ARTICLE X.

Leading Hands.

Leading hands are those who, while working themselves, also direct and supervise the work of others and are paid by the hour. They will receive not less than two cents above the minimum rate.

ARTICLE XI.

Superior Work.

Employees required to do superior work will be paid at the rate for such superior work after the seventh day, but should they be required to do such superior work for two weeks or over they will be paid from the time they start to do such work.

ARTICLE XII.

Apprentices.

Clause (a). Boys serving an apprenticeship to learn either trade shall be designated "machinists' apprentices" or "boilermakers' apprentices," as the case may be. Any boy hereafter engaging himself to learn either trade shall be over 16 and under 21 years of age, and must serve not less than five years.

Clause (b). Before entering upon his apprenticeship such boy shall produce a certificate signed by a public school principal showing him to have passed the Public School Leaving examination, and a certificate from the principal of a technical high school showing such boy to have attended courses at such school for at least two terms, or, in the alternative, the boy may produce proof of such other qualifications as may be agreed upon between the Company and the employees.

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Clause (c). Apprentices shall be instructed as thoroughly as possible in all branches of the trade during their apprenticeship.

Clause (d). Apprentices will not be required to work overtime except in case of emergency.

Clause (e). Apprentices out of their time will be paid the minimum rate for journeymen if retained in the service.

Clause (f). Apprentices who have served one year and who, in the opinion of the shop foreman, show no aptitude for acquiring the trade, will be transferred or dismissed, and all obligations accepted by the company will of necessity be forfeited.

ARTICLE XIII.

Machinists.

Clause (a). Men who have served an apprenticeship or had four years of varied experience in the operation of lathes, boring mills, planing, slotting, milling, shaping, and tyre boring machines, or machine tools, and are capable of fitting up, assembling and repairing the various parts or details of engines or locomotives, stationary, marine, or any kind of machine, or any kind of machine tools, and vice work generally, shall be designated as machinists.

Clause (b). All work appertaining to the machinist's trade not specified as specialist work, including boring and facing by use of boring bar and facing tool, or drill presses, shall be done by machinists or apprentices. The shop superintendent, master mechanic or general foreman shall be the judge.

Clause (c). Helpers will not be advanced to the work of machinists, and when used in connection with machinists' work will work under the direction of a machinist. Improvers will not be employed. Strippers will only be employed in back shops.

Clause (d). Apprentice rates. First year 12c, second year 16c, third year 20c, fourth year 24c, fifth year 28c per hour.

Clause (e). The minimum rates of pay per hour will be as follows:

	Westford to Melville.	Melville and West, including Melville.
Machinists.....	45½	48
Tool grinder.....	35½	37½
Car wheel borer and car axle lathe.....	31½	33½
Pilot man.....	31½	33½
Radial drill.....	30½	32½
Other drills.....	28½	30½
Wheel press and tyre setter.....	30½	32½
Screwing machine (single and double head).....	29½	31½
Screwing machine (triple head).....	30½	32½
Coach wheel lathe helper.....	31½	33½
Multiple drill.....	31	33
Automatic stud machine.....	30½	32½
Babblers.....	33	35
Machinists' helpers.....	27	29
Pipe machine man, Transcona.....	29½	..
Nut tapper.....	28½	..
Tender trunk repairer.....	31	33
Shaft oiler.....	30	..
Strippers.....	30	32

All lines in the same longitude will be governed by the above rates.

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Clause (f). Inexperienced helpers will start two cents below the standard rate, be increased one cent in six months and raised to standard rate in twelve months.

ARTICLE XIV.

Boilermakers.

Clause (a). Approximately one-half of the apprentices may be taken from the ranks of the boilermakers' helpers; applicants to have two years of employment as boilermakers' helpers, be able to pass the same educational examination as ordinary apprentices, and must serve not less than four years' apprenticeship. The senior man employed will be selected if properly qualified after six months' trial; should he prove incompetent he may be reduced to helper.

Clause (b). When no boilermakers are available, or no boilermakers applying for employment, the company may promote specialists to boilermakers to fill vacancies. Only specialists having four years' experience as such will be promoted, if available, seniority to govern such promotions, providing senior men are properly qualified, as per Clause D of this article.

Clause (c). The seniority of specialists promoted to boilermakers will date from such promotion, and when reduction of staff is necessary they will be set back as specialists until additional boilermakers are required, and in like manner specialists will be set back as helpers, and junior helpers laid off.

Clause (d). Boilermakers and apprentices shall do all such work as laying out, marking off, fitting up, flanging, chipping, caulking, rivetting, patching, cutting apart, front end work, running hydraulic rivetters and rolls, and all work appertaining to air, steam, oil and water-tight work on locomotives and stationary boilers, or any other work, which, in the opinion of the foreman, may require boilermakers. None other than boilermakers will do the above work except as otherwise specified in this schedule.

Clause (e). Tube work will be done by a boilermaker and helper working together, the boilermaker to work upon the tubes at one end and at the same time the helper is working upon the tubes at the other end, excepting when it is necessary for them both to work together owing to the nature of the operation.

Ashpan men may be employed to do all ashpan and grate work in back shop. Specialist may be employed in all back shops to drill out stay bolts and radial stays, tap out stay bolts, holes and screw in stay bolts, and tap out crown stay holes where the diameter in each sheet is equal; also cut off stay bolts where a chipper is used for the purpose.

Clause (f). Boilermakers have no claim whatever upon steel car work of any description, providing it is not carried on within the walls of a locomotive shop.

Rates of Pay.

Clause (g). The minimum rates of pay shall be as follows:

	Westford to Melville.	Melville and West, including Melville.
Flanger and layer out.....	47	49
Boilermakers.....	45½	47½
Ashpan and air motor men.....	35	37
Helpers.....	29½	31½
Flange fire helpers.....	31	33
Punch and shears.....	31½	33½
Drillers.....	31½	33½
Washout men.....	29½	31½
Stay bolt screwing machine men.....	30½	32½
<i>Advanced Helpers' Rates:—</i>		
First year.....	28½	30½
Second year.....	30½	32½
Third year.....	32½	34½
Fourth year.....	34½	36½

Apprentice rates to be the same as machinists' apprentices.

All lines in the same longitude to be governed by the above rates.

Clause (h). Inexperienced helpers will start two cents below the standard rate, be increased one cent in six months, and raised to the standard rate in twelve months.

(Sgd.) ALEX. HAGGART, *Chairman.*

(Sgd.) THOS. J. MURRAY,

Member appointed on recommendation of employees.

TEXT OF MINORITY REPORT OF MR. WILLIAM CROSS.

For the Grand Trunk Pacific Railway Company.

WINNIPEG, April 7, 1914.

Re Industrial Disputes Act, 1907, and the dispute between the Grand Trunk Pacific Railway Company and its employees in the motive power and car departments, viz.: the machinists and boilermakers and their helpers.

To the Honourable the Minister of Labour, Ottawa.

Having received your appointment as a member of the Board of Investigation and Conciliation into the above, dated November 28, 1913, I have attended all of the meetings of it, and being unable to agree with the other members of the Board, I desire to present a minority report.

The investigation showed that a strike had taken place upon the above railway, and that it had lasted from the eighth day of October, 1911, until the

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thirteenth day of December, 1912, upon which date the president of the company, Mr. E. J. Chamberlin, gave a letter to the representatives of the above classes of labour. At this time the railway company had entirely overcome the shortage of those classes of labour, and consequently these representatives were petitioners for re-employment, and in the said letter are termed by the president, Mr. Chamberlin, the "Representatives of the Old Employees." It is addressed to Mr. Morley Donaldson, the vice-president and general manager of the Grand Trunk Pacific Railway Company, with headquarters at Winnipeg, and is directly in charge of that part of the system upon which the strike had taken place. By denominating these representatives as being on behalf of the "Old Employees," the meaning is made clear that they, at that time, had nothing to do or were acting in common with the employees who had succeeded them and who were, at that time, the staff of the company of the class of labour involved in the dispute. This letter having been received by these representatives as a satisfactory concession, the old employees were allowed to resume duty according to its provisions, and the interpretation of this letter and its provisions are, I conceive, the chief points at issue in the dispute; in fact, so important has this been considered that the representative of the men in this dispute, Mr. T. J. Murray, requested an adjournment of the Board on the eleventh of December last so that a disputed point in the letter might be ruled upon by the Labour Department, the letter itself having already been filed with the Department. The answer determined that the investigation should proceed and practically determined also that my views could be shown at the expiry of the investigation.

The letter contains seven paragraphs. Paragraphs two and three read:

"Representatives of the old employees have been here to-day and I have agreed with them as follows:

"Reinstatement of strikers shall only apply to those who make application for reinstatement within thirty days."

The above clearly indicates that there is no concession whatever beyond reinstatement, and even that has a limitation in which it is shown that the company does not require the services of the strikers, but from the consideration of mercy, within the proviso of that limit, they might be reinstated.

Paragraph four reads:

"In the event of employees having a grievance, they may in the usual way present their cause to the foreman, but should an adjustment not be reached, the aggrieved party or a committee of employees representing him may present his case to higher officials."

Nothing further is granted in this paragraph than that the company's officials shall be open to listen to grievances, first, by the parties affected, and secondly, by a committee of employees to higher officials, should such be desired. By stating "in the usual way" it is clear that employees always had the opportunity of presenting grievances.

Paragraph five indicates the rates of pay for first class mechanics and boilermakers. It reads as follows:

"Present rates of pay and rules will prevail. It is understood that present rates for first class mechanics and boilermakers are 45c per hour Rivers and east, and 47½c west of Rivers."

This fixes the standard rates for first class mechanics as specified above, and as these are now registered with the Labour Department, the Act under which

the Commission is sitting provides that they must not be reduced without thirty days' notice being given to those affected. The same benefit applies to all employees under the provision of the Industrial Disputes Act.

Paragraph six reads:

"I have also agreed that next spring, say May or June, if a majority of the men employed by the Company in these crafts are not satisfied with their conditions of employment, you will meet a committee for the purpose of arranging the terms of an agreement, and failing to arrive at such an agreement, you will submit the question at issue to a Board of Conciliation appointed under the Industrial Disputes Act, and that the company will agree to accept the decision of the Board, provided the men will also agree to accept such decision."

It is upon the wording of the above that the men claim to have received a favourable decision from the President which governed the settlement of the strike and such is based upon:

First, "You will submit the question at issue to a Board of Conciliation appointed under the Industrial Disputes Act."

Second, "That the company will agree to accept the decision of the Board, provided the men will also agree to accept such decision."

In the consideration of these quotations, the endeavour was made to show that the word "submit" meant apply, but it will be impossible to keep close to the text and get this meaning; moreover, when it is understood that the Grand Trunk Pacific Railway Company had, in the early stages of the dispute, declined to be a party to it, the meaning of the willingness to submit its case to a Board of Conciliation is quite clear and places what the President meant beyond any further question and puts the onus of applying upon the other party.

The attempt, which was what was wired the Labour Department at Ottawa on December 11 last, to obtain from it a pre-decision to govern the investigation, was most pernicious, as, if it meant anything at all, it was to limit the right of the Company's representative to a governing influence not specified in the Act. Fortunately, the attempt failed, as also has the evidence taken failed to show that any other than a unanimous decision would be acceptable to the company.

The seventh paragraph reads:

"I again wish to urge upon you, now that the men have decided to return to our employ, that you urge upon the mechanical department that all foremen be instructed that the returning employees must be treated in such manner as not to bring to their mind past disagreements with the company."

It will be impossible for any open-minded person to read this paragraph and gather from it any concession more than that of a merciful employer instructing his officers now that he has seen his way to be merciful, that nothing in act or deed shall detract from it and that they must be treated in such a manner as not to bring to their minds past disagreements.

There is not a word in this letter that can be construed into a recognition of the organizations which presented their application for a Board of Investigation and Conciliation on the 17th of November, 1913, and which was replied to on December 10th, 1913.

Thus the enquiry opens as to why such should be recognized, and upon which seventeen witnesses on behalf of the applicants were examined and twenty-five on behalf of the company.

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Before considering the evidence adduced it is necessary to state that the Grand Trunk Pacific Railway Company is the western end of the Grand Trunk Railway Company which was chartered for business in Canada about seventy years ago. For the government of its mechanical employees a code of rules has always been in existence, and the same system has been established to govern the western end. The Grand Trunk rules and regulations have been before three arbitrations in the east and have been confirmed in each case, so that a change from such a long and well established system would be very radical and should require the very best of evidence to allow of it. The President's letters of December 13, 1912, confirm the practice which has prevailed in the east upon the Grand Trunk System, and no evidence has been given sufficient to show that the change desired to another system would be better for the government of these employees in the service of the Grand Trunk Pacific Railway Company, or be for the better interests of the community at large.

The representatives of these employees, having considered the established regulations and rules of the motive power and car departments, agreed upon the whole of them except four points, viz:

1. The number of hours worked per day.
2. The rules requested which covered increased compensation and rates.
3. Apprentice regulations.
4. Definition of trade.

First. The number of hours' work per day leads up to the consideration of the number to be worked in the six working days of the week. Upon this point, the evidence was clear that a nine hour day meant 54 hours per week just as an eight hour day means 48 per week. Any desired changes from the above must necessarily examine what hours per week are the established hours for the employees that it is desired to change, and in this case we find that the company works, by rule, ten hours per day for the first five days in the week and five on the Saturday, making 55 hours per week and the Saturday afternoon holiday established. I see no good reason for curtailing the mechanical department of the extra hour either by starting one hour later on the Saturday or quitting one hour earlier; in addition to which it must be said that to change these hours, at this time, in the face of the depressed condition of trade, would be unwise. The consequence would be, first, to increase expenses by establishing overtime rates five hours earlier if the demand put in were allowed, or secondly, reducing the income of the employees by that number of hours per week, and as the applicants in the dispute only form 23 per cent of the whole staff of the motive power and car departments, and as two sets of working hours would be very irregular and inadvisable, I cannot agree to the change applied for.

Second. The changes in the rules and regulations desired are estimated to cost, even as the staff is at present, \$104,899.17 per annum on the Grand Trunk Pacific Railway System, and upon the Grand Trunk Railway \$1,332,538.66. Beyond the demand for this, no evidence to admit of it was set up except that other railway companies had granted the same. Against this was the fact that labour of the same kind, in this city and in the cities of St. Paul and Minneapolis was, outside of railway shops, but precisely of the same kind, rated at from five to ten cents per hour less. Under these circumstances and the fact that the earnings of the company at present do not warrant any increases of expenses, I have to object to such unless warranted by circumstances. To demand compensation for labour in railway service when such is not warranted by a comparison with the same labour in the same trades in other services, is

simply using the fact of the railway being an utility, the stoppage of which will be very injurious to trade and commerce, is trespassing upon restraint of trade. The Act under which this Board is sitting has been passed to prevent such extortion, and, according to my understanding, it must be sustained.

Third. The apprentice system which has been in existence on the Grand Trunk Railway since its organization was examined very fully and found commendable. Such being the case, I see no necessity for its change before being tried in the west. It is furthering the education and establishing of first class workmen who will be capable practically and technically of taking any position that the service may offer, whereas the accepting from the labour market men who offer nothing better than a four years' experience in the trade can hardly be said to give the same advantages.

Fourth. Regarding the definition of trade. I have found in looking over the occupations of established trades in the service of the Canadian Pacific Railway Company that out of thirteen such only four have so far been defined, and consequently any suggestion which I have made to the Board with a view of obtaining unanimity, is now withdrawn.

Following upon the answer of the Labour Department by Vice-President Donaldson, on December 10, 1913, the superintendent of motive power, Mr. G. W. Robb, issued instructions for a census of the opinion of the employees in this dispute which asked the men to state if they were satisfied with their conditions of employment with the company. The greatest care was taken in this connection in order that the answer might be given without any prejudice. The men were at perfect liberty to say "yes" or "no" to the question. The result showed that out of 807 employees affected directly, 556 expressed themselves as satisfied. This shows a percentage of 68 for the company, and shows that the new men who started work for the company after the strike which began on the 8th of October, 1911, still remained satisfied. It is further pointed out that while it has been stated that the committee, who assumed to represent the machinists and boilermakers, were properly qualified as required by the provisions of Article 16, Section 3, of the Industrial Trades Disputes Act, yet no list stating in writing has been furnished to the Board to show the state of the ballot on the composition of the meeting at Transcona in June, 1913, held to appoint a committee to request the appointment of this Board. Neither has any list or statement of the ballot assumed to have been taken of the employees at outside points been furnished. For lack of these important documents which were promised to be furnished, I contend that these representatives are not the properly authorized representatives of the employees at all, and to afford them the smallest recognition beyond what has taken place will be contrary to the wording and spirit of the Act.

The Board has held forty sessions, thirty-four of which have been to hear witnesses and the balance for conference. The evidence given has been voluminous in comparing mechanical labour in its relation to railway occupation. A large portion of it might be cited in this report with advantage to the position I am compelled to maintain, but as the foregoing part of my report shows sufficient to sustain it, the balance can stand for reference should it ever need be transcribed from the shorthand notes that were taken. At the same time, I must mention that the written statements put in by several of the company's witnesses are easy of reference and well worth it.

The lists upon which the opinions of the employees were recorded are in plain evidence to support my position. These, with a copy of the letter of Mr.

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E. J. Chamberlin, President of the Grand Trunk Pacific Railway Company, dated December 13, 1912, which I attach to this, will complete my report.

April 7, 1914.

(Sgd.) WM. CROSS.

Addendum:

The last clause of the majority report states that the employees suggested that the chairman of the Board should take a secret vote, but it omits to show that the suggested taking of the vote contained the invitation to get higher rates of pay, and if the implication that if a majority were obtained such would be got; that such a proposition at the last stage of the investigation should be laid before the Board, and directly affect the chairman, is a reflection upon him, and upon the whole Board, and I protest against it being allowed to have weight before the Labour Department, except, in so far as it exposes its venal spirit, and I am glad to be able to say that the chairman showed no disposition to be guided by the suggestion.

(Sgd.) WM. CROSS.

April 8, 1914.

—
(Copy.)

MR. M. DONALDSON,

December 13, 1912.

Vice-President and General Manager.

DEAR SIR,—

Referring to my letter to you of December 6, re opening Transcona shops and return of machinists and boilermakers.

Representatives of the old employees have been here to-day, and I have agreed with them as follows:

Re-instatement of strikers shall only apply to those who make application for re-instatement within thirty days.

In the event of employees having a grievance, they may in the usual way present their case to the foreman, but should an adjustment not be reached, the aggrieved party or a committee of employees representing him may present his case to higher officials.

Present rates of pay and rules will prevail. It is understood that present rates for first class mechanics and boilermakers are 45c per hour Rivers and east, and 47½c west of Rivers.

I have also agreed that next spring, say May or June, if a majority of the men employed by the company in these crafts are not satisfied with their conditions of employment, you will meet a committee for the purpose of arranging the terms of an agreement, and failing to arrive at such an agreement, you will submit the question at issue to a Board of Conciliation appointed under the Industrial Disputes Act, and that the company will agree to accept the decision of the Board, provided the men will also agree to accept such decision.

I again wish to urge upon you, now that the men have decided to return to our employ, that you urge upon the mechanical department that all foremen be instructed that the returning employees must be treated in such manner as not to bring to their mind past disagreements with the company.

Yours truly,

(Sgd.) E. J. CHAMBERLIN,
President.

II.—APPLICATION FROM MAINTENANCE-OF-WAY MEN, MEMBERS OF THE INTERNATIONAL BROTHERHOOD OF MAINTENANCE-OF-WAY EMPLOYEES, EMPLOYED BY THE CANADIAN NORTHERN RAILWAY COMPANY. — BOARD ESTABLISHED. — BOARD REPORT ACCOMPANIED BY MINORITY REPORT. — SETTLEMENT EFFECTED.

Application received—January 9, 1914.

Parties concerned—Canadian Northern Railway Company and maintenance-of-way men, members of the International Brotherhood of Maintenance-of-way Employees.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages.

Number of employees affected—Directly, 1,800; indirectly, from 3,000 to 4,000.

Date of constitution of Board—March 5, 1914.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. N. Tilley, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. Henry Irwin, Portage la Prairie, Man., appointed on the recommendation of the employees concerned.

Report received—June 11 and July 13, 1914.

Result of inquiry—The report of the Board was accompanied by a minority report, signed by Mr. Irwin. The report recommended that no change be made at that time in the rates paid to the employees concerned. Both parties accepted this recommendation.

The report of the Board of Conciliation and Investigation which was established to deal with a dispute between the Canadian Northern Railway Company and its maintenance-of-way employees was received on July 13, bearing the signatures of His Honour Judge R. D. Gunn, Ottawa, chairman, and Mr. W. N. Tilley, K.C., Toronto, member appointed on the recommendation of the company. The Minister received also a minority report, signed by Mr. Henry Irwin, Portage la Prairie, member appointed on the recommendation of the employees. This dispute grew out of a demand on the employees' part for increased wages, and was stated in the employees' application to affect 1,800 employees directly and from 3,000 to 4,000 indirectly.

The Board was established on January 23. The sittings were held by agreement in the month of May. The employees' demand for increased wages was based in the main on the alleged increased cost of living. The demands were contested by the company. The report stated that the Board did not feel itself warranted or justified, in the light of the statements presented on both sides, in recommending any change or alteration in the present schedule governing rates of pay at the present time. Mr. Henry Irwin, in his minority report, dissented from his fellow Board members on the single question of a general increase for which he contended.

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At the time the matter was up for discussion the industrial situation was severely depressed and this fact is understood to have influenced the employees' committee in its decision not to insist upon its original demand. The committee requested instead that the rates of pay embodied in the then current schedule be continued in force which, substantially, was the Board's recommendation. This proposition was concurred in by the company.

REPORT OF BOARD.

The text of the report of the Board in this matter is as follows:

In the matter of the Industrial Disputes Act and in the matter of a dispute between the Canadian Northern Railway (Employers), and its maintenance-of-way men (Employees).

To the Honourable Thomas W. Crothers, Minister of Labour, Ottawa, Ont.

Upon the application of the employees under the provisions of the above Act, you constituted a Board of Conciliation on the twenty-third day of January, A.D. 1914, to investigate and report upon a dispute outlined and described in the said application in writing, on file in the proceedings herein, and after a full, fair and impartial hearing of the testimony and arguments of the said parties hereto and careful consideration of all matters and contentions placed before the said Board, the undersigned submit the findings, conclusions and recommendations following:

1. The dispute defined in the application filed in your Department on the request for this Board and further developed in the evidence placed before the Board was properly reduced to a claim, or demand, for very large increases in the wages and daily compensation at the present time paid by the employers to the different classes of workmen in their employ, organized under the name of Maintenance-of-Way Men, which embraces section foremen and section men in first class yards, second class yards, and at all other points on the railway system. Snow plow men, signal men and signal repair men and maintenance, bridge and building foremen in the shops and yards, carpenters, bridgemen and bridge and building labourers, bridge watchmen, pump men, pump repairers, painters and drawbridge men.

2. The employees are a well organized and officered body of several thousand men on the railway main line and branches to the west of Fort William, Ontario, and the claim is made on their behalf that the section foremen in the large first class yards and second class yards, and at all other points, are men who shoulder considerable responsibility in the proper discharge of their duties, because each is held personally responsible for the efficient condition of the railway trackage allotted to him and his gang, and is on duty subject to call at all hours, and in addition allege that they have never been adequately compensated or classified in comparison with other employees and workmen bearing no more responsibility in the other departments of railway service, and further claim that the increasing of the length of sections from seven and eight miles to twelve and fifteen miles consequent upon the introduction of the motor in the place of the old hand car style of locomotion largely increases the work, risk and responsibility of these employees.

2. It is also contended by the signal men operating 13 to 20 levers that they are worked 12 hours per day, and this condition these men desire changed and

the work done by three shifts working eight hours each in the signal towers, with largely increased rates of pay, and similar claims are made for the foremen in the bridge and building department—all three classes—section foremen, signal men operating 13 to 20 (and over) levers, and bridge and building foremen, being that class of railway employee who requires to pass examinations in rules and submit to other tests and have considerable training and experience, with little or no opportunity for promotion. The section men, bridge and building labourers, carpenters, maintenance and repairmen are not claimed to be skilled labourers, but have some opportunity of promotion to foremanships.

3. The claim most usual and oft repeated is made that the material increase in cost of maintaining their homes and families by these employees demands favourable recognition from this Board—and the claim cannot be easily questioned.

4. The employers confidently assert that they are passing through a severe period of depression, with attendant falling off of revenue in every department—and will soon face a large decrease in freight rates, and there is a largely overstocked labour market wherein they could secure suitable men to perform the same services as rendered by the present employees at the same, if not reduced, rates of pay, and also that they (employers) are now paying to all their employees in the several different classes or departments covered by the application of the employees as high rates of wages as any of the competing lines in same territory, and much higher rates than many other railway companies, in addition to which they point out that two other Boards of Conciliation appointed by your Department have reported on similar applications on the other transcontinental lines since this Board was constituted, against increasing the rates of pay of the same class of employees beyond the amounts paid by the employers, and on one of these railway lines the maintenance-of-way men have agreed to accept the terms of the majority report made to your Department.

The employers claim that in view of these important findings and conclusions established by their evidence, that it would be unfair and inequitable on the part of this Board to discriminate against them on the employees' present application for increased rates, no changed or altered conditions being alleged or proven.

The undersigned have most carefully considered the whole facts and circumstances shortly set out herein, and are prepared to admit that the section foremen and signal men in towers, and, perhaps, the bridge and building foremen, are, in their opinion, especially skilled and experienced workmen, with real, and not imaginary, responsibilities, but in the opinion of the undersigned this admission and the other ground—increased cost of living—does not give sufficient reason or satisfactory grounds to warrant this Board reporting in favour of the substantial increases in rates of pay demanded by employees at the present time.

The undersigned further beg to report that in the face of the fact alleged by employers that the general chairmen and committee acting on behalf of the maintenance-of-way men on the Grand Trunk Pacific Railway, so recently accepting the rates of pay recommended in the majority report of the Board reporting upon the dispute over rates between the Grand Trunk Pacific and its maintenance-of-way men, this Board would not be warranted in recommending that the rates of pay be increased beyond the rates covered by the Grand Trunk Pacific schedule, and on a fair comparison it will be found that there is no material or sufficient difference in the Canadian Northern Railway and Grand Trunk Railway schedules of rates of pay for similar employees, while in some instances the rates of pay are admittedly higher on the Canadian Northern Railway schedules, rendering it more difficult to report in favour of any change,

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and in the circumstances as the burden of clearly and convincingly proving the claims made in their application rests on the employees, and as we are of opinion that this burden has not been satisfied, we do not feel that this Board is warranted or justified in recommending any change or alteration in the present schedule governing rates of pay at the present time.

We desire to place on record the gratitude of the Board for the great assistance received from the general chairmen and committees of the men and to the officials of the company for the ready manner in which they placed at the disposal of the Board all material facilities to enable a speedy and reliable disposal of the business of the Board to be had.

Dated June 5, A.D. 1914.

(Signed) R. D. GUNN,
Chairman.

I was not able to be present in Winnipeg when the representatives of the maintenance-of-way men met the Board, but I am familiar with the contentions made by the men, and I concur in the conclusions reached by the Chairman, as stated above.

(Signed) W. N. TILLEY.

MINORITY REPORT.

The text of the minority report of Mr. Henry Irwin is as follows:

OTTAWA, June 2, 1914.

The Honourable Minister of Labour, Ottawa, Canada.

SIR,—In the dispute between the Canadian Northern Railway and their maintenance-of-way employees.

The majority of the Board do not agree to any general increase to those deserving employees. The majority, however, are agreed that section foremen, bridge and building foremen, and interlocking signalmen are a class whose claims to increased responsibility have not heretofore received that recognition which those men have contended for. This is an important admission, even though the financial consideration may not now be given, and I am glad to agree.

Admitted, then, that those men have, in as high a degree as any other class of railway employees, a great responsibility, then the section man, who serves at least one year before being recognized as a permanent employee, should surely be regarded as one deserving of some recognition in responsibility, considering his is the class from which section foremen and roadmasters are selected. All this is apart from the argument again admitted, viz., increased cost of living.

Those men on three roads, viz., Canadian Pacific Railway, Canadian Northern Railway and Grand Trunk Pacific Railway, have endeavoured to ask a similar increase on similar grounds.

The Industrial Disputes Act gives the companies the right to insist on separate Boards to deal with the dispute on each road; whereas, much time and money could be saved by having one Board deal with the disputes in question, inasmuch as the Board would be dealing with the same class of employees and a similar request as to rules and rates.

I am dissenting from the report of the majority on the single question of a general increase, in regard to which all I have said in previous minority reports applies with equal force for the maintenance-of-way employees on the Canadian Northern Railway.

All of which is respectfully submitted.

(Signed) HENRY IRWIN.

III.—APPLICATION FROM EMPLOYEES OF THE BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, BEING MEMBERS OF LOCAL DIVISIONS NO. 101 VANCOUVER, NO. 109 VICTORIA, AND NO. 134 NEW WESTMINSTER, AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC RAILWAY EMPLOYEES OF AMERICA. — BOARD ESTABLISHED. — BOARD REPORT ACCOMPANIED BY MINORITY REPORT.—SETTLEMENT EFFECTED.

Application received—March 9, 1914.

Parties concerned—British Columbia Electric Railway Company and employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria, and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway.

Nature of dispute—Company's interpretation of certain sections of existing agreement.

Number of employees affected—Directly, 137; indirectly, 1,563.

Date of constitution of Board—March 27, 1914.

Membership of Board—Honourable Mr. Justice W. A. Macdonald, Vancouver, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. John Elliot, Vancouver, B.C., appointed on the recommendation of the employing company; and Mr. Jas. H. McVety, also of Vancouver, B.C., appointed on the recommendation of the employees concerned.

Reports received—June 5, 1914.

Result of inquiry—The report of the Board was accompanied by a minority report, signed by Mr. Elliot. Conferences were arranged and negotiations took place, which resulted in the settlement of the matter in dispute.

The majority and minority reports of the Board of Conciliation and Investigation which had been appointed to deal with a dispute between the British Columbia Electric Railway Company and its employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria, and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America, were received on June 5. The majority report was signed by the chairman and Mr. James H. McVety, the employees' nominee, the minority report by Mr. John Elliot, the company's nominee. The application alleged non-observance in certain respects on the company's part of the terms of an agreement signed in September last. The number of employees affected was given as 137 directly and 1,563 indirectly.

A Board was established by the Minister on March 20, being constituted as follows: Honourable Mr. Justice W. A. Macdonald, Vancouver, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. John Elliot, Vancouver, B.C., ap-

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pointed on the recommendation of the employing company; and Mr. James H. McVety, also of Vancouver, B.C., appointed on the recommendation of the employees concerned.

In its report the Board stated that the dispute was the result of different interpretations placed by the company and the employees upon certain clauses of an agreement entered into in 1913. The members of the Board were unanimous in their findings on all points except that arising from the refusal of the company to arbitrate a case of dismissal for alleged dishonesty. It was pointed out by the company that clause 5 of the working agreement only provided for arbitration in case any employee was suspended for cause; the employees, however, took the ground that the broader meaning should be applied so as to include dismissal, and stated that in their opinion the object of the agreement, as well as the context and the practice that had been in vogue up to the year 1914, supported this interpretation. The chairman of the Board and Mr. McVety recommended that the company should agree to an amendment of the clause in question so that the provisions would clearly apply to any dismissal, except for inefficiency or for violation of duty constituting an indictable offence.

In his minority report Mr. John Elliot, the company's nominee, stated he was unable to give effect to the employees' contention, and held that the wording of the clause was opposed to such interpretation.

Through the efforts of Mr. J. D. McNiven, one of the officers of the Department of Labour, conferences were subsequently held between the parties concerned, and a satisfactory arrangement was reached.

REPORT OF BOARD.

The text of the majority report of the Board of Conciliation and Investigation in this matter is as follows:

To the Honourable T. W. Crothers, Minister of Labour, Ottawa.

In the matter of the Industrial Disputes Investigation Act, 1907; and in the matter of certain disputes between the British Columbia Electric Railway Company and its employees.

SIR,—The Board of Conciliation and Investigation under the Industrial Disputes Investigation Act, consisting of the Honourable Mr. Justice W. A. Macdonald, the chairman appointed by the Department of Labour, Mr. J. H. McVety, representative of the employees, and Mr. John Elliot, the representative of the company, begs to report as follows:

The employees, through their authorized officers, declared in their application that a strike would be declared unless certain disputes were adjusted.

Four matters of dispute were referred to the Board for consideration. An effort was made to see if an amicable settlement could not be arrived at, and various meetings were held for that purpose. No result ensued, and it was found necessary to take evidence, and full opportunity was afforded to the parties of advancing their various grounds in support of their position. The disputes arose as to the interpretation that should be placed upon certain clauses of an agreement arrived at between the parties in 1913—after a lengthy investigation had taken place before a Board appointed under the Act.

1. The first point of difference was as to whether the night car repairers should be entitled to further earnings than they were receiving from the company. It was contended that by an application of section 97 of the "working conditions" incorporated in such agreement, such employees were, through not being allowed certain overtime, receiving less wages than before the agreement was entered into. It appears that this question of overtime to night car repairers had previously been the subject of dispute between the parties, and an arbitration had taken place upon the construction to be given to a clause dealing with the same matter in an agreement executed in 1910, and that such arbitration had been decided in favour of the employees.

The representatives of the employees sought to apply clause 1 of the wage schedule in support of their contention that this class of employees, then in the service of the company, were protected by the provision that "no employee now in the company's service shall have his earnings reduced by reason of this schedule, but when such will be the effect thereof to new men, such present employee shall continue on the schedule in force till June 30, 1913."

Evidence was adduced to show that representatives of employees considered that this proviso should operate in such a manner that if any employee were allowed less for overtime under the "working conditions" of the agreement of 1913 than he had been receiving under the agreement of 1910, and thus reduce his earnings, that he could then revert to the working conditions and wage schedule of the agreement of 1910.

The company on the contrary contended that this construction was contrary to the ordinary meaning to be attached to the clause, and as a matter of fact differed from their understanding when the wage schedule was adjusted.

We are quite satisfied that both parties were perfectly honest in their contentions, but the difficulty is that as the wage schedule was intended to be binding for at least two years from the first of July, 1913, it would, unless there was a mutual mistake, be unfair to accept the interpretation contended for by the employees and thus impose upon the defendant company an additional expenditure, not contemplated in the settlement of 1913. We are of opinion that, under these circumstances, the company was justified in confining the operation of clause 1 to those old employees who might have their rate of wages reduced by the new schedule adopted in 1913, and that the operation of the clause should not be extended, so as to allow an old employee to revert to the terms of the agreement of 1910, even though his earnings have been reduced by the different manner of crediting overtime, under the working conditions in the agreement of 1913.

2. The employees, as a second ground of complaint, alleged that clause 3 of the wage schedule of the agreement of 1913 had not been fully applied to car cleaners, and that they had not been allowed overtime for the months of July and August. The company contended that car cleaners were only included under section 97 of the working conditions at the time when the agreement was actually signed in September, and that allowances under that section should only be applicable from that time.

We consider that the wording of clause 3 of the wage schedule shows a clear intention that if an increase resulted to any of the employees it should be payable from the first of July, 1913.

We recommend that this interpretation of the clause be adopted, and that the company should make payment to the car cleaners for July and August, 1913.

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3. The third dispute between the parties was as to whether sub-section "C" of clause 5 of the wage schedule applied to interurban trainmen. The portion of the application covering this dispute was not aptly worded, and upon being corrected the company filed an amended reply submitting that the minimum wage provided for in the sub-section was only intended to apply to city and suburban lines, and that its relative position in the clause supported this contention. We see no reason why the sub-section should receive this restricted application, as motormen and conductors on interurban lines should be treated in the same manner as on city and suburban lines. We are of the opinion that the sub-section referred to is applicable to interurban lines, and that extra motormen and conductors on such lines should receive a minimum wage of \$10.00 per week. We recommend that the company apply this construction.

4. As to the fourth and most important question in dispute, namely, the refusal of the company to arbitrate a case of dismissal for alleged dishonesty, it is to be regretted that an amicable settlement could not have been arrived at.

The majority of the Board report as follows:

It was contended by the employees that in the event of a dismissal for alleged dishonesty, this was a grievance that came within the provisions of clause 5 of the working conditions in the agreement of 1913. Discussion and evidence on this question had only been pursued a short time when the company, in accordance with its supplementary reply, took the ground that dismissal, except on account of membership in the association or for inefficiency, did not come within the scope of the agreement. In other words, that if an employee were dismissed for any other cause except being a member of the association, or being inefficient, he could not, nor could the association, invoke the provisions of the agreement as to arbitration. It was pointed out that clause 5 only provided for arbitration in case any employee was "suspended" for cause, and did not cover the graver result as far as the employee was concerned, of being "dismissed."

The question as to the right to arbitrate in case of dismissal thus became broadened, and in view of its importance required serious consideration.

Bearing in mind the firm position taken by the company and the gravity of the situation that may be created, we think it advisable to outline somewhat at length our reasons for arriving at certain conclusions and recommendations.

The employees contended that, while strictly speaking the wording of clause 5 only covered arbitration in cases of suspension, still, that the broader meaning should be applied so as to include dismissal. The object of the agreement, as well as the context and the practice that had been in vogue up to the year 1914, in their opinion supported this interpretation.

The company, on the other hand, submitted that the agreement had been fully considered, and that the ordinary meaning should be applied to the wording.

Stress was laid by the company upon the clause providing for non-interference by the association as follows:

"(2) The association agrees that it will not in any way interfere with or limit the right of the company to discharge or discipline its employees for sufficient cause except for membership of the association."

It was contended that this provision debarred the association from complaining or having any voice in either the discharge or disciplining of the employees with the single exception. A similar clause in the agreement of 1910 provided that the association would not in any way interfere with or limit the right of

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the company to discharge or discipline its employees "where sufficient cause can be shown." Considerable discussion took place as to the reason for this change. At the time change was sought it was pointed out that the association might contend that cause had to be shown to its satisfaction before an employee could be discharged or disciplined, and that the amendment would remove any doubt in this connection. The company now contends that the clause, as amended, only requires that the cause should be sufficient in the opinion of the company, and that the employees, although a party to the agreement, have no right to complain or investigate such cause. The officials of the company admit a long established practice of considering complaints of any nature arising out of dismissal, but claim that such consideration only resulted from courtesy on its part, and was not granted as a right to the employees. We do not think this position consistent with the terms of the agreement, or in accordance with such practice. The agreements of 1910 and 1913 both recognize the employees' union or association, and stipulate that all employees affected by the agreement "should become members of the association" in order that all questions and grievances "may be dealt with by one head."

The most important matter affecting an employee is the stability of his employment, and it can be assumed that as between dismissal and mere suspension, the former would be the more important feature. If the contention of the company be correct this would mean that, as to permanency of employment, the only benefit derived from membership in the association would be the right to arbitrate in the event of suspension. Where two parties enter into an agreement, covering amongst other matters the question of permanency of employment, the cause of a dismissal would be one in which the employee would be vitally interested and would likely be dealt with in some manner. The company, apparently admitting the reasonableness of this conclusion, asserts that the matter was not overlooked by the contracting parties, but is fully covered by the non-interference clause referred to, and the door is consequently closed to a complaint by the association on the score of dismissal. This involves a determination as to the correct construction to be placed on this clause.

The Board on this question thought it well to gather light from every source, in order to arrive not only at the intention of the parties when entering into the agreement, but also the meaning that had been attached to this particular clause, and how it had worked out in practice.

The provision of the Act, allowing the acceptance of such evidence as in equity and good conscience might be thought fit "whether strictly legal evidence or not" was utilized to assist in this determination.

It appeared that at all times, up to the recent dispute, the company had shown the association the "cause" of each dismissal. Even after the agreement of 1913 was entered into and the clause was amended, full explanation was offered in respect to each dismissal. In this connection considerable correspondence was filed with the Board, showing, in some instances, request for arbitration on account of dismissal. As late as November 8, 1913, an official of the association wrote the company asking for arbitration with respect to two dismissals, and specifically referred to the agreement as the basis for such application. On December 15, 1913, the general manager of the company replied, dealing at length with the reasons for such dismissals without in any way questioning the right of the association to treat a dismissal as a grievance which should be arbitrated.

We are satisfied that both the company and the employees well understood that a right existed to complain in case of dismissal, or in other words, that it

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constituted a "grievance" which entitled an employee to invoke the aid of the association. We are confirmed in this conclusion, not only by the practice pursued between the parties in the case of dismissal occurring, but by the fact that in the draft agreement submitted by the company for the consideration of the Board of Conciliation in 1913, it expressly provided for arbitration subject to certain conditions, not only with respect to suspension, but also as to dismissal, and that if upon investigation it was found that any employee had been discharged or suspended unjustly, he should be reinstated and re-imbursed by the company for all time lost through such discharge or suspension. It so happened that the clauses relating to grievances, submitted by the employees, were adopted by the Board, and the clause in the proposed agreement of the company was not incorporated in the agreement as executed. It is quite evident that the company was not at that time contending that dismissal was not to constitute a grievance and subject of arbitration. The employees on their part apparently thought they were fully protected in the matter by their draft agreement which, in this respect, was practically a repetition of the agreement of 1910, especially as their right to arbitrate for dismissal, though often demanded, had never been questioned. It is fair to add that an arbitration had never actually taken place, but this seems to have been due either to the cause of dismissal having, on investigation, proved sufficient, or being found insufficient, then the employee being reinstated.

An additional ground for concluding that the parties considered that a grievance within the meaning of the agreement existed in the event of dismissal, was shown by the fact that a clause was inserted in the agreement of 1913 giving the company the absolute right to dismiss an employee for inefficiency, and providing only for an appeal to the general manager. This clause was drafted by the Board and approved by both parties, to enable the company to more effectually control and discipline its employees. This would not have been necessary had the company already possessed the unfettered right to dismiss for any cause other than membership in the association. It is noteworthy that the company did not, in the first instance, contend that the agreement only provided for arbitration in case of suspension, but took this ground in a supplementary reply.

Under these facts and circumstances, as no suggestion has been made that the company not only deceived the Board of Conciliation in 1913, but has been pursuing the same course with respect to its employees for a number of years, we consider its position is untenable with respect to both the letter and the spirit of this clause of the agreement.

We think that in the event of any dismissal the cause should be disclosed to the association, and if unsatisfactory then that a "grievance" results which it was intended should be covered by the agreement. The question, however, remains—what redress is afforded to the employee through the association in that event? If the practice in the past wholly controlled the situation, so that suspension was construed to include dismissal, this would afford a speedy solution to the difficulty. We have no doubt that the employees, in launching their present application, considered that the agreement provided for dismissal being a grievance, and permitted arbitration in that event. They may have been led to this conclusion and given this liberal interpretation to the word "suspension" by the course previously pursued. In the sixth clause the word "suspended" is used and must necessarily include expulsion. This is evidence of a broader meaning being attached to the word "suspension," and also might indicate a lack of care in expression. The company strongly contends that the word should have its ordinary meaning applied, and this would not include "dismissal." If

strictness of construction were to govern, then this contention would be correct. To conclude, however, that this was the intention of the parties would not only be inconsistent with the spirit of the agreement and the surrounding circumstances, but would import bad faith at the time to the company.

We think that the company as well as the employees were, during the negotiation and up to the time of the execution of the agreement, giving particular attention to the scale of wages and other matters which had formed a subject of controversy. They failed to bestow a close, or perchance any, consideration upon a clause which had answered all requirements in the previous agreements. They were thus not concerned with its precise wording, and failed to observe that arbitration for dismissal was not specifically provided for. It was an omission common to both parties, and in our opinion the company is not now in a position to take advantage of it, nor should it attempt to do so.

During the inquiry we were impressed by the absence of any bad feeling between the parties. It was repeatedly stated by officials of the company that the practice was to treat its employees with consideration and fairness; there was no intimation that the company had any inclination to abandon this commendable course, but on the contrary it was declared to be its settled policy for the future.

We, under such circumstances and "according to the merits and substantial justice of the case," recommend that the company agree to an amendment of the clause in question, so that the provisions for arbitration would clearly apply to any dismissal except for inefficiency or for any violation of duty constituting an indictable offence. Such an amendment would implement what we interpret as the intention of the parties under the agreement.

(Sgd.) W. A. MACDONALD,
Chairman.

(Sgd.) JAS. H. McVETY,
Representative of Employees.

Vancouver, B.C., May 30, 1914.

The text of the minority report of Mr. John Elliot is as follows:

To the Honourable the Minister of Labour, Ottawa, Canada.

Re British Columbia Electric Railway and Employees.

SIR,—After arriving at a unanimous conclusion on three out of the four points in dispute, I regret we are unable to agree upon the other which is: "Refusal by the company to arbitrate a case of dismissal for alleged dishonesty as arranged for by clause 5 of working conditions." A reference to clause 5 shows that it provides for dealing with grievances and any employee suspended for cause who upon investigation is found not guilty shall be reinstated and paid for lost time, etc. It is contended on behalf of the men that suspension under this clause includes dismissal. I am unable to give effect to this contention and hold that the wording of the clause is clearly opposed to such interpretation. In order to show that both parties know and understood the agreement reference must be made to clause 2 of the said working conditions:

"The association agrees that it will not in any way interfere with or limit the right of the company to discharge or discipline its employees for sufficient

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cause except for membership of the association." This in my opinion shows the company was intended to have unrestricted control of the men except in cases of inefficiency, covered by clause 3 in which an appeal to the general manager is provided for.

The evidence in connection with this clause (2) shows that the company were to be the sole judges of what was "sufficient cause" to justify dismissal and the changing in the wording of this clause from that in the former agreement emphasizes this view.

A reference to the unanimous report of the Board which sat for several weeks in 1913, and as a result of whose labours these "working conditions" were drawn and agreed to by both the men and the company, shows that the objects aimed at were "to give the company absolute control of all features that seemed vital to the operation and maintenance of their railway system. The undersigned consider that the people who furnish the capital to carry on an enterprise such as this must have a free hand in that which vitally concerns its maintenance and operation. Per contra as far as could consistently with the acceptance of this principle be done where the safety and comfort of the men were involved, the undersigned have endeavoured, in fixing the working conditions, to make these features paramount and binding on the company."

It is further argued on behalf of the men that this is the first time the company has taken the position which they now assume; on the other hand, the company argues that this is the first time the right to dismiss for dishonesty has ever been questioned by the men; and because in several instances the company has investigated cases at the request of the men I cannot see that the company have in any way waived their rights under the agreement which both parties have asked to be literally and strictly construed, a course we have adopted in dealing with the other three complaints referred to this Board, and the same course should in my opinion be adopted in dealing with this one, and as the agreement expires in about one year I do not see that any useful purpose can be served by agitating the matter further at present.

(Sgd.) JOHN ELLIOT,

Company's Representative on Board.

May 30, 1914.

IV.—APPLICATION FROM CONDUCTORS, BAGGAGEMEN, BRAKEMEN AND YARDMEN, MEMBERS OF THE ORDER OF RAILWAY CONDUCTORS AND THE BROTHERHOOD OF RAILROAD TRAINMEN, EMPLOYED BY THE CANADIAN PACIFIC RAILWAY COMPANY ON ITS WESTERN LINES. — BOARD ESTABLISHED. — BOARD REPORT ACCOMPANIED BY MINORITY REPORT. — SETTLEMENT EFFECTED.

Application received—March 31, 1914.

Parties concerned—The Canadian Pacific Railway Company and conductors, baggagemen, brakemen and yardmen, employed on Western Lines, members of the Order of Railway Conductors and the Brotherhood of Railroad Trainmen.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 3,000; indirectly, 2,700.

Date of constitution of Board—April 20, 1914.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, as chairman in the absence of any joint recommendation from the other Board members; Mr. Isaac Pitblado, Winnipeg, Man., appointed on the recommendation of the employing company; Mr. D. Campbell, Winnipeg, Man., appointed on the recommendation of the employees.

Reports received—August 5, 1914.

Result of inquiry—The report of the Board was accompanied by a minority report, signed by Mr. Campbell. Mr. Pitblado, while signing the report, made certain reservations. The company indicated its willingness to accept, with certain reservations, the award signed by the chairman. The employees declined to do so. These points were under consideration at the time of the outbreak of war in Europe and this event is understood to have caused both company and employees to reconsider their respective attitudes, as a result of which it was arranged that the schedule which had been in force prior to the enquiry should continue to rule.

The Minister received on August 1st the report of the Board of Conciliation and Investigation established to deal with a dispute between the Canadian Pacific Railway Company and the conductors, baggagemen, brakemen, trainmen and yardmen employed on the company's western lines, members of the Order of Railway Conductors and the Brotherhood of Railroad Trainmen. The dispute in question related to proposals for a revision of the existing terms of agreement with these employees, and was said to affect 3,000 employees directly and 2,700 indirectly.

The Board was established on April 8, Messrs. Isaac Pitblado, K.C., Winnipeg, and D. Campbell, Winnipeg, being appointed members on the recommendation of the company and the employees respectively. The Board was completed on April 20 by the appointment by the Minister of His Honour Judge R. D. Gunn, Ottawa, as chairman, in the absence of any joint recommendation from

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the other Board members. Sitzings of the Board were held at Winnipeg and Ottawa. The report was signed by Judge Gunn and Mr. Pitblado, the latter making reservations as to certain questions, the points at variance being set forth in a statement bearing his signature. A minority report was submitted by Mr. Campbell. Both the Board report and the minority report were accompanied by proposed new schedules of agreement with the employees.

The employees declined to accept the award and asked that the schedule in force might be continued. This proposition was agreed to by the company. Evidences reached the Department that the parties to this dispute, in reaching a working arrangement were much influenced by the public agitation resulting from the outbreak of war and their conviction that extraordinary efforts should be made to prevent the added calamity of an industrial dispute.

REPORT OF BOARD.

The text of the report of the Board is as follows:

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of a dispute between the Canadian Pacific Railway (Employers) and its conductors, trainmen and yardmen (Employees).

To the Honourable Thos. W. Crothers, Minister of Labour, Ottawa, Canada.

In accordance with the provisions of the Industrial Disputes Investigation Act, 1907, a Board of Conciliation and Investigation was, on the eighth day of April, A.D. 1914, constituted on the application of the employees to investigate and report upon a dispute between the above named parties, and by consent the fifteenth day of May, A.D. 1914, and the City of Winnipeg were fixed as the time and place the Board would convene to hear the said parties, their witnesses and evidence.

At the time and place appointed the Board met and were attended by the general manager and the superintendents of the western lines of the said company and their assistants, and Mr. Samuel N. Berry, vice-president; William G. Chester, Esq., general chairman of the Order of Railway Conductors, and their committees, and Mr. James Murdock, vice-president, and Mr. E. H. Cooke, general chairman of the Order of Railway Trainmen, and their committees, on behalf of the employees.

Upon opening up of the matters involved in the said dispute, it was found that the locality of the said dispute extended over the main line, branches and yards of the railway company from Fort William, Ontario, to the Pacific Coast, and the territory was and has been divided into two divisions—one from Fort William, Ont., west to the eastern boundary of British Columbia, known as the Manitoba, Saskatchewan and Alberta, or Prairie Division, and the other the British Columbia, or Pacific Division, each governed and covered by separate and distinct schedules of rates and working rules for conductors, baggage trainmen and yardmen, and each containing many different working rules and materially unlike in rates of compensation, but together forming the basis of an agreement between the company and about three thousand employees.

It further appeared that the employees had, on or about the eighth day of August, A.D. 1913, given notice that they desired a revision of these schedules

and submitted proposed revised schedules for each division of the railway system, which are on file in your Department in these proceedings, forming the material in writing on which the application for this Board was based.

It also appeared by these proposed schedules that the employees sought large direct increases in compensation and many variations and changes in the working rules governing the service of the employees, as well as introducing and establishing working conditions that the company (employers) allege materially hamper and interfere with the successful and satisfactory operation of the trains and transportation service, and all of which increases, alterations and variations the company (employers) seriously and strenuously have opposed and continue to do so.

It further appears that the company (employers) not only opposed and refused the demands contained in the proposed schedules of the employees, but attacked the principle upon which the employees based many, if not all, of their demands for increased rates of compensation and had passed, during the negotiations for amicable adjustment of the dispute, for a full recognition of the general principle contained and more fully set out in the written answer or statement of the company (employers) filed in these proceedings and intended to form the foundation of an application to your Department for a Board of Conciliation under the said Act, but which was considered and treated as a reply to the statement of the employees on their application for such a Board, and to be taken into consideration in the proceedings had and taken before such Board.

In consequence of the wide differences and enlarged dispute between the opposing parties, partially defined herein and more fully set out in the presentation of the employees and the answer or statement in reply of the employers, the Board were engaged some time in the taking of evidence, examination of rates, perusal of articles contained in former and proposed schedules, hearing of arguments and contentions submitted by the contending parties hereto.

For the purposes of this report, it is the opinion of the Board that their judgment and recommendations on the matters under investigation can be more clearly conveyed and the subject more concisely treated by dividing the different schedules, except yardmen's, submitted for adoption on each division of the railway system into several distinct sections, namely:

1. The articles and subsections thereof in the Prairie Division, providing direct and indirect increases in rates of pay.
2. The articles defining the general working rules covering the service of the employees.
3. The statement in reply filed by the company (employers).

In view of the importance attached by the company to the statement filed on their behalf in reply to the employees' application for the institution of a Board, and the zeal with which the representatives of the company placed their arguments and contentions in support thereof before the Board, we have fully examined and carefully considered the same.

The statement of general principles set out in part in the reply of the company, and forming the material in writing on file in your Department for a Board of Investigation to consider the same, as has been before stated, was properly treated as an answer or statement in reply, under Section 19 of the Act, to the employees' application for this Board, and which statement includes not only the objections of the company to any changes in the schedules at present in force which would in effect increase the rates of pay or make the operation

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of the road more expensive or onerous, or otherwise extend the said schedules to cover employees or positions not heretofore included therein, but also includes and seeks to have established the general principles following:

"First—1. Train service cannot be conformed by any fixed standard of time and miles as constituting a day's service; therefore the term 'day' or 'night' should be discontinued and the term 'service period' substituted therefor.

2. A service period is a period between the time required to report for and that of release from duty, and may be a continuous run of an indefinite duration or mileage; or

a continuous series of runs of similar nature in or out of terminals or between terminals; or

a continuous run of fixed mileage occupying indefinite time; or

a series of designated time table schedule runs for which a fixed periodical compensation is paid; or

a certain period of hours of assigned service for which a periodical compensation is paid.

"Second—1. The basis of pay in all train and yard service other than passenger train service will be ten (10) hours or less, one hundred (100) miles or less, for a service period at the stipulated rate of pay, and all time in excess of ten hours or miles in excess of one hundred to be paid for *pro rata*.

2. Ten hours or one hundred miles to be the minimum service to be performed when required, *i.e.*, when a minimum of ten hours or one hundred miles is allowed it shall entitle the railroad to such time or miles.

3. The stipulated pay for the time on duty or the miles run to cover all service rendered from the time required to report at a designated place until relieved from duty. A combination of miles and hours in any service period will not be allowed.

"Third—When more than one class of service is performed during a service period, each class of service shall be paid for at its own rate with a minimum of ten hours for the total service performed at the average rate.

"Fourth—In no case shall double compensation be paid, *i.e.*, where compensation is being received under one rule or allowance, additional compensation shall not be paid or allowed under another rule or allowance for the same period.

"Fifth—This company insists that higher rates or better rules affecting compensation than prevail on other roads similarly situated or which are at variance with the principles set forth herein shall not be continued.

That on grades of over four-tenths of one per cent. the company will have the right to use an assisting engine without restriction as to the total tonnage of the train so hauled.

That when one member of the train or engine crew on any train books rest between terminals, all members of the crew shall take rest unless required to remain on duty for the protection of the train."

The employees took strong objection to the company placing the same before the Board or in any way endeavouring to explain or establish any part thereof, on the ground that it offended the provisions of the Act, but this Board were unanimously of the opinion that in the circumstances it was perfectly legal and regular to hear all evidence and argument in support thereof, and the company accordingly submitted a schedule of rules embodying the principles outlined in such statement, but without supplying any information on rates of pay beyond alleging that it was not any part of their intention to in any manner seek to reduce in the aggregate the rates of compensation which the employees at present receive. After hearing the representations of the company in support of the principles contended for in said statement and earnestly considering same, it is the opinion of this Board that the principles underlying all known schedules heretofore enacted have long been consistently carried down and adopted by all the railroads of importance in dealing with the same class and other classes of employees in transportation service, and without a long and intricate examination into all the service on the main and branch lines intended to be affected, and in the absence of full, complete and definite information and the entire rules and rates proposed to govern the service being submitted in detail, we have concluded that it would be inadvisable at the present time to give full effect to the company's proposed general principles, even in the face of the assurance that it is not proposed that the earnings of the employees in the aggregate shall in any way be decreased, but for the sake of more uniformity, equality and certainty in the service rendered by the employees and the compensation paid therefor, and to avoid the great incidental expense, delays and inconveniences in dealing with grievances and revisions of schedules from time to time, these proposals of the company set out in their statement, when in more definite form, are worthy of the best consideration of the parties concerned, and sooner or later may form the subject of serious investigation and report by a Board of Conciliation.

Rates and Rules for Yardmen.

The proposed schedule of rates and rules for yardmen makes no distinction in such service on the Prairie and Pacific Divisions, and the Board are of opinion that there are no sufficient reasons for making any recommendations to the contrary.

By the proposition submitted by the employees specific demands are made for increased rates of pay for the yardmen and many amendments to these working rules are sought. Upon an examination into the facts and circumstances surrounding yardmen's service, it was established that there had been little or no increase in their rates of pay since A.D. 1907, though the yardmen's service is extremely hazardous and accidents causing loss not only of life but frequently maiming the employee too often happen from the very nature of the extra hazardous service rendered day and night by yardmen, and for reasons that appear to us as good and sufficient, the undersigned have agreed to recommend that the yards on the western lines be classified into first class yards and second class yards, and the demand of the employees be granted by the company for the first class yards. The members of the Board who concur in this conclusion, notwithstanding the "Chicago Switching District Rates" and all it means, are of opinion that at the points where the service is rendered there is, considering the service rendered by the yard employees, ground for the contention that they are not adequately paid, and there has been no violent increase granted this deserving branch of the company's employees in a great many years, and then when granted, in no fair comparison with other branches of service, and in so finding no conflict is had with yard employees on neighbouring railway lines.

The Board have with great earnestness examined and carefully considered the many variations and alterations sought in the schedules governing working conditions for the yardmen and have as a result decided to recommend that the Schedule C hereto be adopted and put in force to govern rates of pay and working conditions for the yardmen in all yards of the employers' railway system from Fort William, Ont., to the Pacific coast, from and after the first day of July, A.D. 1914.

THE PRAIRIE DIVISION.*Working Rules.*

After the parties had been fully heard and all the evidence and argument had been exhaustively submitted, the Board proceeded to deal with the articles covering the general working rules for the above division of the company's (employers') western lines, with the result that the Board have finally agreed upon a set of working rules for the Prairie Division governing the service of the conductors, trainmen and baggagemen on such division, and do confidently recommend same to the parties as fully, definitely and satisfactorily protecting their respective interests and service and enabling the employers and employees safely and efficiently to operate the said railway system in all its many services.

THE PACIFIC DIVISION.

It affords your Board great satisfaction to be able to unanimously report the same satisfactory result with regard to the general working rules governing the service of the conductors, trainmen and baggagemen on the Pacific Division.

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The Board were requested to compile one schedule to govern rates of pay and working conditions for the two divisions of the railway system, but while of opinion that it would be a very proper undertaking in the interests of both parties, still, the suggestion coming during the closing hours of the hearings before the Board, it was discovered that owing to the manner in which the whole proceedings had been carried on and the demands and answers thereto presented, it would very largely increase the work of the Board and without practically rehearing the parties and their evidence, the difficulties in the way are apparent that obliged the Board to avoid the undertaking suggested and proceed as we did.

There now remain the articles in the Prairie and Pacific Divisions governing the rates of pay for train service by the employees. This branch of the investigation has been seriously attacked by the Board and very fully, carefully and exhaustively considered and weighed and every effort put forward to reach, under the circumstances, an honest and intelligent conclusion with regard thereto.

The articles in existing and proposed schedules have been carefully scanned and examined with the parties present and fully debated in the light of the testimony adduced, and again most patiently and deliberately investigated clause by clause by the Board.

It might be advantageous here to remark that, while the relation of master and servant exists between the company and its employees, it radically differs in regard to the class and character of service rendered by the employees from all other branches of employment, so that few, if any, comparisons can be fairly introduced. In all other fields of service there is a fair opportunity of yielding obedience to the well tuned cry of "A fair day's pay for a fair day's work," and "time" and "service" and "employment" are not at all difficult to arrange, nor are they resting on any intricate complications. As has been always well recognized by the employers and employees, owing to the various peculiar existing conditions surrounding the service on the Prairie and Pacific Divisions, arising from the natural physical conditions, climatic conditions and the length of the train mileage and time allowed therefor, and on many other accounts, there is no immediate possibility of putting one schedule in force to cover each division, and the Board proceeded to deal with the proposed articles under separate schedules, following the well defined practice and for obvious reasons. In order, therefore, to place this part of the whole cause and dispute in a position to be easily grasped, as well as to enable the Board to intelligently deal with it and make plain their conclusions and the reasons thereof, the matter was taken up as follows:

THE PRAIRIE SECTION.

Articles 1 to 5 and their many subsections in the present existing schedule, in force since March 1, A.D. 1911, govern rates of pay for the employees operating passenger trains, mixed, work, freight and other trains in assigned and unassigned service on main and branch lines, and specify rates for and define overtime, switching, doubling and yard service in all their many ways and manners arising on a transcontinental line.

Articles 1 to 5 and their many subsections in the *proposed schedule* presented by the employees, while intended to govern the rates and working conditions for the same class of service as the same articles in the present existing schedule on this division, do, as the company alleges, introduce and seek to put

in force many sweeping changes, all, or almost all, calling for direct increases in rates and placing restrictions and prohibitions on the service to be rendered, which means the increasing of the number of the employees, or increased rates for the service, and otherwise onerously interfering with the operation of the road, reducing the monthly mileage and wiping out branch and short line service, which of necessity is always being added to, and placing the rates therefor on the same footing as main line service, meaning in this alone a very large increase in the monthly wage bill.

On investigation it is found that in the operation of railroad trains an entirely different situation confronts those charged with the duty of fixing rates of pay and working rules to govern the service than would be found in all other employments, and this will be apparent on reflection if the question is given worthy consideration. On the great transcontinental lines you have the main line and its many branches divided into many divisions and terminals, and on each many regularly assigned runs of passenger and freight trains and many more unassigned runs, through freight, way freight, mixed trains, work trains, manned or operated by "crews" of men, conductors, trainmen, baggagemen, all to be regulated and rated for payment, without any great opportunity of fixing definite hours or miles to be run that are not subject to many invasions and exceptions, some controllable and some not. Then, again, regular passenger trains and freight trains run a guaranteed mileage before overtime or extras are allowed, and on those trains the mileage is made in fast time and the train crews made be on duty some hours short of the regular day, while on short runs and branch lines the mileage cannot be made always. The company claim they are not now getting the hours a day, or the mileage equivalent for the month that they pay for. Then, again, there are rules regulating and providing rates for the time spent in "switching," "overtime," and "detention," "doubling," "loading" and "unloading freight," etc. These are services performed by the men in the operation of trains, paid for extra, and the company claim unless the men do run the number of miles per month that should be made under the schedule, there should be no extras paid for, while the employees, regardless of the number of miles to be covered per month, seek extra rates for switching time, overtime and detention, doubling, loading and unloading freight, etc., and desire to have incorporated in the rules and rates pay for all time such as preparatory time (generally one-half or three-quarters of an hour on duty prior to leaving time), switching, overtime, detention, doubling, loading and unloading freight, all of which extras, or many of them, may be performed and the miles to be run per month, or the hours to be given, may not be exceeded. Then, again, one discovers in the unassigned service, that is, the crews engaged in the moving of the immense number of freight cars on the many divisions, on main and branch lines, many similar changes introduced in the proposed articles 1 to 5 and their subsections, that mean large increases in the rates. It may also be taken as established that different conditions exist on all the other transcontinental lines, so that it is unsafe to rely too much on comparisons. The employees claim that they are not (and they are not) asking any increases of rates for passenger service per month, as the rates remain the same in both schedules for such service, but they seek to reduce the monthly mileage from 5,600 to 5,000 miles on the main line, and for through freight, work, helper service, mixed and way freight service and work trains the mileage and rates are unchanged, but in the schedule proposed many changes and alterations in the rules governing these services are inserted that, if adopted, undoubtedly mean large increases in rates and restrict the company in their control and use of the crews, necessitating increased wage expenditure. All these demands are

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claimed by and for the reason that the employees contend they are not adequately compensated at the present time, and many, if not all, are in force on other railway systems. There has been a schedule revision on the Canadian Northern Railway western and branch lines about or within a year ago and increases were made to passenger conductors and trainmen on the admitted representation that conditions were more favourable and the facilities to make fast time greater on the Canadian Pacific Railway, the older road, and accordingly the reasons for increase do not exist in the present case.

The company establishes that their conductors, trainmen and baggagemen in the several different classes of service draw as large, if not larger, monthly earnings than on any of the neighbouring lines. The summary hereunder set out was taken from the records of the Prairie Division for the use of the Board:

STATEMENT SHOWING AVERAGE EARNINGS OF TRAINMEN—MANITOBA DIVISION—YEAR 1913.

	No. of men.	Average per month.
<i>Passenger Main Line—</i>		
Conductors.....	31	\$168.27
Baggagemen.....	26	99.35
Brakemen.....	40	90.55
<i>Passenger Branch Lines—</i>		
Conductors.....	16	160.86
Baggagemen.....	19	93.62
Brakemen.....	22	90.48
<i>Mixed Trains—</i>		
Conductors.....	11	159.13
Baggagemen.....	2	98.34
Brakemen.....	19	108.68
<i>Through Freight—</i>		
Conductors.....	76	166.10
Brakemen.....	76	103.59

The company presented a further statement showing that to-day their equipment tied up in engines and freight cars is capitalized at twelve million dollars, with a decrease in freight earnings—taking the month of May, 1913, and the same month, 1914—of 31 per cent at principal points, and with hundreds of their former employees on the waiting list, for when depressing conditions demand the reduction of the ranks of employees, under the seniority rules the junior (not the least capable) man goes out, and so on throughout, until there are left to the company the older of the employees to operate the necessary trains; consequently increases would mean greater pay to men already as well paid as on other lines, and no increases in the number of employees or no means of going to the ranks of unemployed to obtain men to operate the trains on present rates or less, without trouble and strife with the different Brotherhoods. While it is also true that the financial inability of the road or its financial ability to pay is not at all conclusive in fixing rates and arriving at proper compensation for the employees, still, under these conditions now existing, as above recited—millions of dollars of plant unable to be used for want of opportunity, immense decreases in revenue and in the face of the tariff reduction in rates, soon to go into force, compelling further falls in receipts, with hundreds of their capable employees awaiting employment, and with, in force, a schedule of fixed rates of pay created when the earning power and receipts of the company were

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at their highest—the company strenuously claims that the demands of the employees and their contention that *they are not adequately paid* are unfounded, and for the present and the immediate future conditions are *absolutely and unalterably opposed* in justice and reason to schedule revision that means *any increase in rates*, and that they await the business arising and look to the receipts that may accrue from the movement of the approaching western grain crops to enable them to recall many of the anxiously waiting employees and revive the vast equipment now idle and decaying.

In support of these allegations and contentions submitted by the company (employers) they have filed extracts from their records showing the wages paid and earnings of their trainmen and also filed calculations showing the present earnings and the great increase in the wage bill that would arise were the demands of the employees to go into effect, and these have not been attacked or contradicted and seem to be based on reliable and convincing facts. It does seem to be no injustice to require the employees, who are proposing the new articles, to establish to the satisfaction of the Board that the old article desired to be amended worked unreasonably or created a practice in the service that in common fairness ought to be remedied, and that the new article provided a fair and equitable remedy, or that on account of entirely altered conditions the old article was obsolete and the new one met the conditions as existing, or another should be enacted.

Proceeding in this manner, the undersigned, after fully reviewing the whole evidence and contentions and arguments and all material that was filed to assist in making manifest the positions taken by the parties, have arrived at the recommendations following:

That Schedule A hereto be put in force as the schedule of rates and rules for conductors, baggage and brakemen on the Prairie or M. S. & A. Division, and Schedule B on the Pacific or British Columbia Division, and Schedule C for yardmen on both divisions of the employers' lines from and after the first day of July, A.D. 1914, superseding and annulling all other schedules and rulings theretofore made.

Schedule "A."

PRAIRIE DIVISION.

Articles 1, 2, 3, 4 and 5 and their several subsections in the present existing schedule shall remain in full force and effect except as altered, amended or added to hereby.

ARTICLE 1.

Subsections (F) and (P) are hereby cancelled.

The amendments and insertions hereinafter mentioned are made to the subsections of the same article, that is to say:

The words "and baggagemen" are inserted after the word "brakemen" in the sixth paragraph of Article I, subsection (A), and the same words after the word "brakemen" in the last paragraph of page 2 of the present existing book of rules containing Article I and its subsections, and the same words after the word "brakemen" under the heading "West of Laggan," and between the word "brakemen" and "\$4.01 per hundred miles."

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Substitute for (F) the article following:

“(F) Freight or mixed trainmen running passenger trains will be paid at through freight rates unless relieving passenger trainmen who are temporarily off their trips on their assigned runs, or who are on leave of absence, in which event they will be paid at schedule rates of the corresponding men relieved.”

Subsections (K) and (L) of the same article are amended by adding the words “and under through freight conditions” to each.

The following shall be substituted for subsection (P) of the same article:

“(P) Trainmen held off duty on the company's business or by order of the company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the company to attend coroner's inquests, court cases or other public investigations, they will be paid schedule rates for mileage lost and will be reimbursed reasonable expenses when away from home. In such cases the witness fees shall go to the company.”

Subsection (Q) of the same article is amended by inserting the words “for same mileage and overtime” after the word “rates” in the second line thereof.

Subsection (T) shall be amended by striking out the words “or as the case may be” in the last line thereof.

Subsection (U) shall be amended by striking out the word “authority” in the second line and inserting the word “officer” in the second line thereof, and by adding thereto the following: “In case time is disputed the mileage or time not in dispute will be paid in current month. Time check will be issued at once, upon request, for any shortage adjusted.”

The following subsections shall be added to the said article 1:

“(V) Train baggagemen who receive, help to load or unload, handle for the purpose of checking, transfer or delivery between or at terminals an average of eight or more sacks of any class of mail matter on each run or trip, shall receive five dollars (\$5.00) per month therefor in addition to the other remuneration specified in this article. When a baggageman works only part of a month he will receive his due proportion of this amount.

“(W) Trainmen required to turn engines on turntable will be paid for all time occupied, irrespective of any other compensation earned on trip. They will not be required to turn engines on turntables at terminals.

“(X) Trainmen employed in freight crews regularly set up will be paid for not less than 2,600 miles, in all classes of service, in any one month. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority, commencing with the junior man. Crews running only part of a month will be credited with such mileage at the rate of one hundred miles for each working day regularly set up. This will not be construed to mean that 2,600 miles is the maximum mileage that trainmen will be permitted to make.

“(Y) Trainmen will not be required to coal engines where regular coalmen or sectionmen are available, nor will it be considered as a part of a trainman's duty to shovel down coal on engines en route. Trainmen actually engaged in coaling engines will be paid at the rate of 41 cents per hour for the time so occupied, and this time will not be deducted in computing overtime.”

This clause (Y) takes the place of present clause (O).

ARTICLE 2.

Subsections of this article are amended as follows:

The words "en route" in the second line of subsection (A) are struck out and the following words, "at three or more points en route," are hereby inserted after the word "unloaded" in the eighth line thereof.

Subsection (B) thereof is amended by inserting the words "at the other terminal" after the word "run" in the fourth line thereof, and also by adding the following words to the said subsection: "This will not constitute a run around under article 13."

Subsection (D) shall be amended by striking out the word "dark" in the last line thereof and adding the following words, "sunset and trainmen may after sunset set off local way cars."

Subsection (E) thereof is amended by adding the words "or switching" after the word "freight" in the first line thereof.

ARTICLE 3.

Subsection (A) is hereby amended by adding the following words thereto: "It is agreed that crews assigned to work train service will not be transferred to other service in case of temporary stoppage of the work-train work for less than three days from any cause for the purpose of evading the payment of the guarantee in this rule."

Subsection (B) is amended by striking the word "train" out of the ninth line thereof and substituting the word "crew" therefor, and by adding the following words thereto: "Work trains under the meaning of this clause are trains assigned to maintenance and betterment work."

Said article 3 is further amended by striking out subsection (C) thereof and inserting the following subsection in lieu thereof:

"(C) Trainmen on wrecking trains will be allowed actual mileage and overtime at through freight rates to and from working limits and work train rates while at work, with a minimum of one day's pay at work train service for the combined service."

Subsection (D) of the said article is amended by inserting the word "Aggregates" for the word "exceeds" in the third line thereof.

Subsection (E) is amended by striking out the last sentence thereof and inserting the following after the word "service": "and will be furnished transportation if requested within a reasonable time before departure of train. If arrangements as per this clause are not made permitting the trainmen to go home for Sundays, and they are not used, they will be paid for five hours at work train rates." And further, by striking out the words, "if so notified and not used, they will be paid for five hours at work train rates" in the seventh line of the said subsection.

Subsection (F) is amended by inserting after the word "trains" in the third line thereof the words following: "so far as they are under the Operating Department."

Articles 4 and 5 shall remain in force and effect as they stand in the present existing schedule.

The following note shall be added to article 10:

"It is understood that men will not be laid off unnecessarily and caused to lose time under above rule."

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The following article shall be added to the said present existing schedule:

“ARTICLE 29.

“Trainmen shall not be required to change brasses on cars loaded wholly with lumber, coal, coke or O. C. S. freight.”

The following articles, 6 to 28, have been agreed upon by the members of the Board, as heretofore mentioned as working rules:

ARTICLE 6.

Double Heading and Helping.

(a) It is not the intention of the company to adopt generally the plan of double heading freight trains, which has prevailed on some other roads, and no materially greater proportion of double heading trains in any district will be run than in the past.

(b) The practice of double heading freight trains of over 1,375 actual tons, exclusive of caboose, will be discontinued.

(c) Helping engines may be used to assist trains between the following points:

Westbound—

Fort William to Raith.
Kenora to Horner.
Austin to Sydney.
Brandon to Kenmay.
Neepawa to Minnedosa.
Minnedosa to West Summit.
Solsgirth to Birtle.
Binscarth to Harrowby.
Rapeard to Oxbow.
Morden to Darlingford.
La Riviere to Woodbay.
Indian Head to McLean.
Medicine Hat to Bowell.
Wardner to Cranbrook.
Cranbrook to Loco.
Laggan to Stephen.

Eastbound—

Broadview to Percival.
Rennie to Kenora.
Kenora to Jack Pine.
Birtle to Solsgirth.
Minnedosa to East Summit.
Rapid City to Varcoe.
La Riviere to Six Mile Spur
Millwood to Binscarth.
Moose Jaw to Pasqua.
Regina to McLean.
Suffield to Bowell.
Medicine Hat to Dunmore.
Wynndel to Goatfell.
Michel to Crows Nest.
Field to Laggan.

And all other places where helper engines may now or hereafter be established to take over any single grade the actual tonnage which any single engine handling the train may bring to the foot of that grade. (By the foot of the grade is meant a convenient station near the foot of the grade, at which the helper engine may be taken care of.)

(d) Double headers may be run in cases of storms, accidents, to avoid running engine light, moving engines to and from shops or from one division to another, to expedite stock or perishable freight, but in all such cases the tonnage will not exceed the rating of the largest engine attached, unless as hereinbefore specified. In case of an accident to an engine, consolidation may be effected with another train, and the consolidated train brought into terminal as a double header.

(e) *Note.*—Nothing in the above rules in regard to limiting tonnage or length of train to be handled by double headers or otherwise shall be construed so as in any way to limit or establish a precedent as to the proper or safe length of the train to be handled by one engine.

(f) If it is found at any time that the above arrangement is not satisfactory, a meeting will be held on one month's notice to discuss and revise the same, without it involving a revision of the schedule.

ARTICLE 7.

Promotion.

(a) Promotion on each promotion district will be made according to seniority of men on that district, and will be governed by merit, fitness and ability. Any man who is not promoted by the company when his turn comes will be promptly advised in writing by the superintendent the reasons therefor.

Brakemen will have no seniority standing for the first six months' service, after which they will rank as brakemen from the date they entered the company's service as such.

(c) Senior brakemen will be required to pass their examination for conductor in turn; brakemen refusing their promotion to conductor or failing to qualify for same within thirty days of the date set for their examination will thereafter rank junior as conductor to men promoted in their stead. Trainmen will be advised by the company immediately the result of their examination.

The promotion of brakemen will be from through freight to way freight, from way freight to mixed on permanent freight promotion districts. In the event of a brakeman refusing to accept any particular run that his seniority entitles him to, he will lose his rights to that run until it again becomes vacant or until change of time table, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction in staff the junior men will be reduced.

Trainmen promoted shall rate as conductors from the date they are actually placed in charge of a train, provided always that the senior qualified man gets his turn to qualify. If a junior man has to be used in an emergency, the trainmaster shall take immediate steps to get the senior man in and place him on the train and the emergency trip shall not count as date of rating for the junior man.

(d) The promotion of conductors will be from through freight to way freight, from way freight to mixed, and from mixed to passenger train service.

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In the event of a conductor refusing to accept any particular run to which he is entitled, he will lose his rights to the run until it again becomes vacant, or on change of time table, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction of crews, the junior men will be reduced.

(e) The promotion of passenger brakemen will be to train baggagemen, or to any run in passenger service as brakeman or baggageman to which their seniority as brakemen entitles them. In the event of a brakeman refusing to accept any particular run to which he is entitled, he will lose his rights to the run until it again becomes vacant, or on change of time table, but will otherwise retain his seniority standing. This will not apply to men who are ill or on leave of absence. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior man applying therefor. Freight brakemen will not be eligible for position in passenger service, except that when there is a vacancy and no passenger brakeman to fill same, preference will be given the senior suitable freight brakeman applying for it, and if no suitable freight brakeman applies, to the senior suitable yardman applying therefor.

(f) In the event of the transfer of lines from one promotion district to another, the trainmen on such lines will have the choice of being transferred or not according to their seniority. The trainmen transferred will rank with those on the promotion district to which they are transferred, according to the date from which they ranked as conductors, baggagemen and brakemen respectively, but no men will be reduced in rank unless the number of crews employed on that district is reduced.

(g) Promotion to runs extending over more than one promotion district will be divided between the men on such districts as nearly as possible on a mileage basis.

(h) Superintendents will prepare seniority lists of conductors and trainmen covering each promotion district and post at the headquarters on the first of January, first of May and first of September of each year. Any employee who considers that his standing is not correctly shown on this list must enter a protest in writing between the dates of issue, or no action will be taken in regard to any claims he may make. Any man who is away on leave of absence or who is ill will not be affected by this clause. These lists will be kept posted in passenger and freight registering offices at terminals.

(i) Men who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this rule.

(j) Preference in manning new lines or extensions of the general division (as defined in special agreement of December 3, 1909) will be given to the trainmen on the existing lines of that division, according to seniority, providing they are competent.

(k) Hereafter conductors transferred to new lines or extensions of the general division, as per clause "j" of this article, will be given a rating and be placed on the seniority list of conductors on the promotion district to which the new line or extension becomes a part, as the junior conductor regularly entitled to by seniority a run in the class of service to which he is transferred at the time of his transfer.

When brakemen transfer as per this article they shall take the seniority they held on the promotion district from which they transferred and will be placed

on the seniority list accordingly. If a man, who is a brakeman at the time of vacancy, has a rating of conductor on his original promotion district, he may apply, but the only time which shall be counted in both applying for the position, also for place on the seniority list on the district to which he is transferred, shall be the actual time he rated as brakeman previous to promotion.

(1) Vacancies to be filled under clause "j" will be bulletined at all terminal points of General Division, as defined in the permanent promotion district agreement. Applications must be made within thirty days of bulletin. After such line is once crewed, no further applicants will be considered.

ARTICLE 8.

Leave of Absence.

(a) Passenger conductors on leave of absence for less than thirty days will be relieved by the senior suitable freight conductor desiring it. Way freight conductors will not be used for relieving other conductors for a period less than seven days.

(b) Passenger conductors on leave of absence for thirty days or longer will be relieved by the senior suitable mixed conductor desiring it, and the mixed conductor will be relieved by the senior suitable freight conductor desiring it. Senior spare conductors will relieve freight conductors. All on the same promotion district.

Note.—It is understood that if a senior conductor desiring a run as above is not available at the time the relief is required he will have the right to take the run as soon as he is available. When a conductor lays off a run on which two or more crews are employed, some of them having the Sunday lay-over at the home terminal, the relieving man will take the place of the junior man on the run, in the matter of having the layover at home.

ARTICLE 9.

Rest at Terminals and on Line.

(a) Trainmen who have been on duty twelve hours or more will have the right to book rest at any point. The men to be judges of their own condition. Eight hours' rest to be considered sufficient except in extreme cases.

(b) Trainmen will not be required to leave terminals until they have had at least eight hours' rest, if desired, but such rest must be booked on arrival, and in no case if rest is booked at a terminal shall it be for a less period than five hours.

ARTICLE 10.

No trainman shall be disciplined or dismissed until his case has been investigated and he has been proven guilty of the offence charged against him and decision rendered. He, however, may be held off for such investigation for a period not exceeding three days, and when so held off he will be notified in writing that he is being held off for that purpose and advised of the charge against him. He may, if he desires, enjoy the privilege of the assistance of a fellow employee in stating his case at the investigation, and will be given a copy of statement made by him at the investigation. All material and necessary

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witnesses must be notified in writing to appear. If they appear their evidence shall be taken in the presence of the accused. If they do not appear the accused shall be furnished with a copy of their written statements and their names. If accused is not satisfied with the decision he will be given an opportunity of reviewing the evidence and may appeal through his representatives to the higher officials. Should the charge not be proven the trainman will be reinstated at once and paid for all time lost at schedule rates.

When a trainman is discharged or resigns he will, within five days, be paid and given a certificate, stating the term of service and in what capacity he was employed.

ARTICLE 11.

(a) Trainmen will not be transferred from one promotion district to another except in cases of shortage of men on that district, and the junior men will be sent and shall go, unless the senior men wish to go. Trainmen will be notified of such transfer at their home terminal.

(b) Trainmen will not be run on any other than their own subdivision except in case of shortage of men on that subdivision.

Note.—This article refers to shortage of crews on the subdivision and not at terminal or subdivisional points on the subdivision.

ARTICLE 12.

(a) Freight trainmen living within one and one-half miles of yard office and passenger trainmen living within one and one-half miles of passenger station, will be called as nearly as possible in time to be on duty forty-five and thirty minutes respectively before leaving time of train, but such call shall not exceed two and a half hours previous to the time train is ordered to leave. Caller will be furnished with a book in which the time will be registered and in which trainmen will sign their names. This rule will not apply to schedule passenger and mixed trainmen assigned to regular runs leaving between 7.30 and 22.30, but in cases where such trains are more than one hour late they will be advised of probable time of departure.

(b) When the location of a yard office or a passenger station at any terminal is changed, anyone residing within the one and one-half mile limit at the time of the change will still be considered as within the calling limit. (This not to affect the present conditions existing at Moose Jaw and Calgary.)

ARTICLE 13.

Unassigned crews in freight service will be run first in, first out of terminals. When run around, if ready for duty, they will be paid fifty miles for each run around and stand first out. Provided that a crew shall not be paid for run around if detained a few hours for repairs to a caboose.

Note.—When an unassigned crew has come on duty in turn and they have got their engine and commenced to work, they will remain with train called for, even though another crew comes on duty later and gets out of terminal first. The first crew called will not be entitled to pay as per this article.

ARTICLE 14.

When freight crews are called out for any service the full crew will be used, but may be split when required to run sections of passenger trains.

ARTICLE 15.

(a) All passenger and mixed trains will have at least one train baggageman and one brakeman. All passenger trains of eight or more cars will have two brakemen and one baggageman, if there is a local baggage car on the train; one or two box-baggage or refrigerator cars to count as one car, and three or four as two cars.

(b) When mixed trains are manned with conductor and two men, the brakemen will be taken from the freight service, one of whom may act as baggageman, and when trains are manned with conductor and three men, the baggageman will be taken from the passenger service.

Where more than one distributing baggage car is placed on passenger trains, sufficient baggagemen will be put on so that the work may be properly handled.

ARTICLE 16.

One brakeman on all trains must be competent and have had at least six months' experience as such and one of the brakemen must be acquainted with the road. A conductor will not be required to take out a brakeman who is found to be incompetent more than one round trip, unless his incompetency is disproved.

ARTICLE 17.

Trainmen will not be compelled to ride in plows or flangers, but will be supplied with a van or other suitable car properly equipped.

ARTICLE 18.

(a) Crews will not be compelled to abandon their vans between terminals for the purpose of travelling passenger, nor when being moved from one to next subdivision terminal for freight service, nor when handling trains composed of colonist or immigrant cars.

(b) Crews regularly set up in freight service will be supplied with a regular caboose or other suitable car properly equipped. When freight crews are sent out on passenger trains without their regular caboose they will, unless otherwise employed in road or yard service, be returned to the original terminal deadhead on the first available train after their arrival at the distant terminal or their caboose will be delivered at distant terminal within fifteen hours of the time of departure from the original terminal. Article 14 will not apply under those conditions to the crew or crews run around at the distant terminal.

(c) Caboosees will not be taken away from crews when they book rest unless the congested state of traffic absolutely demands it and all other available cabooses at that point are in service, and if this rule is violated the men will not be used in any service, but will be paid the same compensation as earned by the crew using the caboose.

ARTICLE 19.

(a) Trainmen assigned to regular runs will not be required to stop in vans at terminal points, and unless they are advised that they will be required before their regular runs, will not be considered absent from duty if so required and not on hand. Where assigned crews are willing to perform extra service during :

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their lay-over hours they will not be used in such service if unassigned crews are available to the detriment of the unassigned crews.

(b) Except in case of wrecks, washouts, storms, slides or similar emergency, preventing crews being returned to their home terminal, unassigned crews laid up at other than their home terminal will, after eighteen hours, exclusive of Sunday, be paid ten miles per hour for the first ten hours in each subsequent twenty-four hours thereafter, unless otherwise employed. Time to be computed from the time crews go off duty until one hour before the departure of the train on which they resume duty. When men book rest of their own accord the time so booked will not be included.

ARTICLE 20.

Freight crews handling five or more heated cars, seven or more coaches or three and five combined, will have a man in charge of same. Where less than the number of heated cars or coaches as specified above, are on a train, the heated cars will be marshalled together as far as practicable. This to apply between the months of November and March, inclusive.

ARTICLE 21.

Trainmen will not be compelled to handle cars in train the draft gear of which is defective and requires to be chained, further than to take care of perishable freight or live stock that may become disabled en route, to the first terminal. Under no circumstances will trainmen be compelled to handle freight cars behind van, other than official cars or flangers.

ARTICLE 22.

Crews assigned to regular runs will not be compelled to do other work than that to which they are regularly assigned except in cases of wrecks when no other crews are available and except as provided in clause governing short mileage, mixed train runs.

ARTICLE 23.

(a) Trainmen will not be required to sweep or clean coaches, but where train porters are not employed they will remove rubbish from coaches while en route, so as to keep them in a tidy condition.

(b) Trainmen will not be required to couple or uncouple hose bags at terminals where carmen are employed, within the hours of service of such carmen.

ARTICLE 24.

At points where company's ice houses are located, trainmen will be allowed ice for cabooses.

ARTICLE 25.

Home terminals for unassigned freight crews are to be agreed upon between the company and the representatives of the conductors and trainmen, and, in case of disagreement, the same to be settled by arbitration.

ARTICLE 26.

Trainmen will not be required to place the following heavy stores on cabooses, namely, jacks, chains, brasses, wedges and knuckles. Stores for passenger crews will be supplied at or near passenger depot. Conductor will leave requisitions for stores required at the registering office where he books the arrival of his train.

ARTICLE 27.

(a) Trainmen called out to fit up a caboose will be paid for time so occupied at through freight rates and will take their turn out as per article 14, as soon as the caboose is ready for service.

(b) When crews are taken out of work service at a terminal, they will take their turn out behind all unassigned crews then in the terminal.

ARTICLE 28.

Rotary plows will not be handled on way freight trains, and these plows will, when handled behind the caboose, be properly equipped with automatic air in working order.

The car limit on trains handling rotary plows, as above, to be fifteen cars, exclusive of caboose.

Schedule "B."

PACIFIC DIVISION.

Articles 1, 2, 3, 4 and 5 and their several subsections in the present existing schedule shall remain in full force and effect except as altered, amended or added to hereby.

ARTICLE 1.

In subsection (A) the figures "\$89.87" are struck out and the figures "\$97.57" inserted for baggagemen's monthly pay on main line passenger trains.

Subsection (G) of article 1 is hereby cancelled and the following subsection inserted in lieu thereof:

"(G) Freight or mixed trainmen running passenger trains will be paid at through freight rates unless relieving passenger trainmen who are temporarily off their trips on their assigned runs, or who are on leave of absence, in which event they will be paid at schedule rates of the corresponding men relieved."

Subsection (O) of article 1 in present existing schedule is cancelled and the following subsection inserted in lieu thereof:

"(O) Trainmen held off duty on company's business or by order of the company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the company to attend coroner's inquests, court cases or other public investigations, they will be compensated as above; in such cases the witness fees to go to the company."

Subsection (R) is amended by striking out "trainmaster" in the second line thereof and inserting the words "the proper officer" and adding thereto the following words: "In case time is disputed the mileage or time not in dispute will be paid in current month. Time check will be issued at once, upon request, for any shortage adjusted."

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The following subsections shall be added to article 1:

“(S) Trainmen employed in freight crews regularly set up will be paid for not less than 2,600 miles in all classes of service in any one month. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority, commencing with the junior man. Crews running only part of a month will be credited with such mileage at the rate of 110 miles and 100 miles respectively for each working day regularly set up. This will not be construed to mean that 2,600 miles is a maximum mileage that trainmen will be permitted to make.”

“(T) Train baggagemen who receive, help to load or unload, handle for the purpose of checking, transfer or delivery between or at terminals an average of eight or more sacks of any class of mail matter on each run or trip, shall receive five dollars (\$5.00) per month therefor in addition to the other remunerations specified in this article. When a baggageman works only part of a month he will receive his due proportion of this amount.”

ARTICLE 2.

Subsection (B) of article 2 shall be amended by inserting after the word “run” in the fourth line thereof the words “at the other terminal.”

Subsection (C) is amended by adding the words following thereto: “After sundown, and trainmen may after sundown set off local way cars.” and striking out the words “after dark.”

Subsection (D) is amended by adding the words “or switching” after the word “freight” in the first line thereof.

ARTICLE 3.

Subsection (D) of article 3 is struck out and the following subsection inserted in lieu thereof:

“(D) Trainmen on wrecking trains will be allowed actual mileage and overtime at through freight rates to and from working limits and work train rates while at work, with a minimum of one day's pay at work train rates for the combined service.”

Subsection (F) of article 3 is hereby amended by striking out all the words after the word “required” in the seventh line thereof and inserting in lieu thereof the words following:

“Trainmen will be allowed to go home for Sundays if train service will permit and it will not interfere with the work service, and will be furnished transportation if requested within a reasonable time before departure of train. If arrangements as per this clause are not made permitting the trainmen to go home for Sundays, and they are not used, they will be paid for five hours at work train rates.”

Articles 4 and 5 in present existing schedule shall remain in force as they stand.

There shall be added to the present existing schedule in force on this division the article following, that is to say:

ARTICLE 27.

“Trainmen shall not be required to change brasses on cars loaded wholly with lumber, coal, coke or O.C.S. freight.”

The following note shall be added to article 10:

“It is understood that men will not be held off unnecessarily, and caused to lose time under above rule.”

The following articles 6 to 28 have been agreed upon by the members of the Board, as heretofore mentioned, as working rules:

ARTICLE 6.

(a) It is not the intention of the company to adopt generally the plan of double-heading freight trains, which has prevailed on some other roads, and no materially greater proportion of double-heading trains will be run than in the past.

(b) The practice of double-heading freight trains of over 1,375 actual tons, exclusive of caboose, will be discontinued.

(c) Helping engines may be used to assist trains between the following points:

Westbound:

Beavermouth to Rogers Pass.
Revelstoke to Clanwilliam.
Tappen to Notch Hill.
Castlegar Jct. to Farron.
Grand Forks to Eholt.
Roseberry to Summit Lake.

Eastbound:

Ruby Creek to North Bend.
Shuswap to Notch Hill.
Craigellachie to Clanwilliam.
Revelstoke to Albert Canyon.
Albert Canyon to Rogers Pass.
Golden to Field.
Nakusp to Summit Lake.
Roseberry to Sandon.
Cascade to Farron.

Northbound:

Greenwood to Mother Lode Spur.

Southbound:

Smelter Jct. to Rossland.
Eholt to Phoenix.

And all other places where helper engines may now or hereafter be established to take over any single grade the actual tonnage which any single engine handling the train may bring to the foot of the grade. (By the foot of the grade is meant a convenient station near the foot of the grade at which the helper engine may be taken care of.)

(d) Double-headers may be run in cases of storms, accidents, to avoid running engines light, moving engines to and from shops or from one division to another, to expedite stock or perishable freight, but in all such cases the tonnage will not exceed the rating of the largest engine attached, unless as here-

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inbefore specified. In case of an accident to an engine consolidation may be effected with another train, and the consolidated train brought into terminal as a double-header.

(e) No way freight trains will be double-headed (except there is but one freight train each way daily) and then only under restrictions hereinbefore stated.

(f) *Note.*—Nothing in above rules in regard to limiting tonnage or length of train to be handled by double-headers or otherwise, shall be construed so as in any way to limit or establish a precedent as to the proper or safe length of train to be handled by one engine.

(g) If it is found at any time that the above arrangement is not satisfactory, a meeting will be held on one month's notice to discuss and revise same without involving a revision of the schedule.

ARTICLE 7.

(a) Promotion on each promotion district will be made according to the seniority of the trainmen on that district, and will be governed by merit, fitness and ability. Men not promoted in their turn will be advised the reason in writing by the trainmaster.

(b) Brakemen will have no seniority standing for the first six months' service, after which they will rank as brakemen from the date they entered the service as such.

(c) Senior brakemen will be required to pass their examination for conductor in turn; brakemen refusing their promotion to conductor or failing to qualify for same within thirty days of the date set for their examination, will thereafter rank junior as conductor to the men promoted in their stead. Trainmen will be advised by the company immediately the result of their examination.

Promotion for brakemen will be to any run in either passenger, mixed, freight or work train service to which their seniority as brakemen entitled them, but in the event of a brakeman refusing to accept any particular run that his seniority entitles him to, he will lose his rights to that run until it again becomes vacant or until change of time table, but will otherwise retain his seniority standing.

Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction in staff the junior men will be reduced.

Trainmen promoted shall rate as conductors from the date they are actually placed in charge of a train, provided always that the senior qualified man gets his turn to qualify. If a junior man has to be used in an emergency, the trainmaster shall take immediate steps to get the senior man in and place him on the train and the emergency trip shall not count as date of rating for the junior man.

(d) The promotion of conductors will be to any run in either work, freight, mixed or passenger service to which their seniority as conductors entitles them. In the event of a conductor refusing to accept any particular run to which he is entitled, he will lose his rights to the run until it again becomes vacant or change of time table, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence

or who is ill will not be affected by this clause. In the event of a reduction of crews, the junior men will be reduced.

(e) Promotion to baggage cars to be made from the ranks of brakemen on their promotion district. A disabled trainman or yardman, who is capable, to have preference.

(f) In the event of transfer of lines from one promotion district to another, the trainmen on such line will have the choice of being transferred or not according to their seniority. The trainmen transferred will rank with those on the promotion district on which they are transferred according to the date they ranked as conductors, baggagemen or brakemen respectively, but no men will be reduced in rank unless the number of crews employed is reduced.

(g) Promotion to runs extending over more than one promotion district will be divided between the men on such district as nearly as possible on a mileage basis.

(h) In the event of a line of railway being constructed which will connect any two districts, the whole of such line will be manned equally by trainmen from the superintendents' districts so connected.

(i) Men who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this rule.

(j) Trainmasters will prepare seniority lists of the men in train service beginning the first of January each year, and every four months thereafter. Said lists will be posted in conspicuous places at all terminals. Trainmen whose standing is incorrectly shown must enter protest in writing within the life of such seniority list or no action will thereafter be taken. Any man away on leave of absence or who is ill will not be affected by this rule.

ARTICLE 8.

Conductors on leave of absence will be relieved by the senior suitable conductor desiring same.

ARTICLE 9.

Trainmen who have been on duty twelve hours or more will have the right to book rest at any point, the men to be judges of their own condition. Eight hours' rest to be considered sufficient except in extreme cases. Trainmen will not be required to leave terminals until they have had at least eight hours' rest, if desired, but such rest must be booked on arrival, and in no case, if rest is booked at a terminal, shall it be for less than five hours.

ARTICLE 10.

No trainman shall be disciplined or dismissed until his case has been investigated and he has been proven guilty of the offence charged against him and decision rendered. He, however, may be held off for such investigation for a period not exceeding three days, and when so held off he will be notified in writing that he is being held off for that purpose and advised of the charges against him. He may, if he desires, enjoy the privilege of the assistance of a fellow employee in stating his case at the investigation, and will be given a copy of statement made by him at the investigation. All material and necessary witnesses must be notified in writing to appear. If they appear their evidence shall be taken in the presence of the accused. If they do not appear

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the accused shall be furnished with a copy of their written statements and their names. If accused is not satisfied with the decision he will be given an opportunity of reviewing the evidence and may appeal through his representatives to the higher officials. Should the charge not be proven the trainman will be reinstated at once and paid for all time lost at schedule rates.

When a trainman is discharged or resigns he will, within five days, be paid and given a certificate, stating the term of service and in what capacity he was employed.

ARTICLE 11.

Trainmen will not be run on any other than their own subdivision except in case of shortage of men on that subdivision.

Note.—This article refers to shortage of crews on the subdivision and not at terminal or subdivisional points on the subdivision.

ARTICLE 12.

(a) Freight trainmen living within one and one-half miles of yard office and passenger trainmen living within one and one-half miles of passenger station, will be called as nearly as possible in time to be on duty forty-five and thirty minutes respectively before leaving time of train, but such call shall not exceed two and a half hours previous to the time train is ordered to leave. Caller will be furnished with a book in which the time will be registered and in which trainmen will sign their names. This rule will not apply to schedule passenger and mixed trainmen assigned to regular runs leaving between 7.30 and 22.30, but in cases where such trains are more than one hour late they will be advised of probable time of departure.

(b) When the location of a yard office or a passenger station at any terminal is changed, anyone residing within the one and one-half mile limit at the time of the change will still be considered as within the calling limit.

ARTICLE 13.

Unassigned crews in freight service will be run first in, first out of terminals. When run around, if ready for duty, they will be paid fifty miles for each run around and stand first out. Provided that a crew shall not be paid for run around if detained a few hours for repairs to a caboose.

Note.—When an unassigned crew has come on duty in turn and they have got their engine and commenced to work, they will remain with train called for, even though another crew comes on duty later and gets out of terminal first. The first crew called will not be entitled to pay as per this article.

ARTICLE 14.

When freight crews are called out for any service the full crew will be used, but may be split when required to run sections of passenger trains, except on Mountain subdivision.

ARTICLE 15.

All passenger and mixed trains will have at least one train baggageman and one brakeman. All passenger trains of eight or more cars will have two brake-

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men and one baggageman, if there is a local baggage car on the train. One or two baggage or refrigerator cars to count as one car, and three or four as two cars. Two brakemen in addition to baggagemen to be employed on all passenger trains on Mountain Subdivision.

ARTICLE 16.

One brakeman on all trains must be competent and have had at least six months' experience as such and one of the brakemen must be acquainted with the road. A conductor will not be required to take out a brakeman who is found to be incompetent more than one round trip, unless his incompetency is disproved.

ARTICLE 17.

Trainmen will not be compelled to ride in plows or flangers, but will be supplied with a van or other suitable car properly equipped.

ARTICLE 18.

(a) Crews will not be compelled to abandon their vans between terminals for the purpose of travelling passenger, nor when being moved from one to next subdivision terminal for freight service, nor when handling trains composed of colonist or immigrant cars.

(b) Crews regularly set up in freight service will be supplied with a regular caboose or other suitable cars properly equipped. When freight crews are sent out on passenger trains without their regular caboose they will, unless otherwise employed in road or yard service, be returned to the original terminal deadhead on the first available train after their arrival at the distant terminal, or their caboose will be delivered at distant terminal within fifteen hours of the time of departure from the original terminal. Article 14 will not apply under those conditions to the crew or crews run around at the distant terminal.

(c) Caboosees will not be taken away from crews when they book rest unless the congested state of traffic absolutely demands it and all other available cabooses at that point are in service, and if this rule is violated the men will not be used in any service, but will be paid the same compensation as earned by the crew using the caboose.

ARTICLE 19.

(a) Trainmen assigned to regular runs will not be required to stop in vans at terminal points, and unless they are advised that they will be required before their regular runs will not be considered absent from duty if so required and not on hand; where assigned crews are willing to perform extra service during their lay-over hours they will not be used in such service if unassigned crews are available to the detriment of the unassigned crews.

(b) Except in case of wrecks, washouts, storms, slides, or similar emergency, preventing crews being returned to their home terminal, unassigned crews laid up at other than their home terminal will, after eighteen hours, exclusive of Sunday, be paid ten miles per hour for the first ten hours in each subsequent twenty-four hours thereafter, unless otherwise employed. Time to

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be computed from the time crews go off duty until one hour before the departure of the train on which they resume duty. When men book rest of their own accord the time so booked will not be included.

ARTICLE 20.

Freight crews handling five or more heated cars, seven or more coaches or three and five combined will have a man in charge of same. Where less than the number of heated cars or coaches, as specified above, are on a train, the heated cars will be marshalled together as far as practicable. This to apply between the months of November and March, inclusive.

ARTICLE 21.

Trainmen will not be compelled to handle cars in train the draft gear of which is defective and requires to be chained, further than to take care of perishable freight or live stock that may become disabled en route to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind van, other than official cars or flangers.

ARTICLE 22.

Crews assigned to regular runs will not be compelled to do other work than that to which they are regularly assigned, except in case of wrecks, washouts, slides, etc., when no other crews are available.

ARTICLE 23.

(a) Trainmen will not be required to sweep or clean coaches, but where train porters are not employed they will remove rubbish from coaches while en route, so as to keep them in a tidy condition.

(b) Trainmen will not be required to couple or uncouple hose bags at terminals where carmen are employed and within the hours of service of such carmen.

ARTICLE 24.

At points where company's ice houses are located, trainmen will be allowed ice for cabooses.

ARTICLE 25.

Home terminals for unassigned freight crews are to be agreed upon between the company and the representatives of the conductors and trainmen, and, in case of disagreement, the same to be settled by arbitration.

ARTICLE 26.

Trainmen will not be required to place the following heavy stores on cabooses, namely, jacks, chains, brasses, wedges and knuckles. Stores for passenger crews will be supplied at or near passenger depot. Conductor will leave requisitions for stores required at the registering office where he books the arrival of his train.

ARTICLE 27.

- (a) Trainmen called out to fit up a caboose will be paid for time so occupied at through freight rates and will take their turn out as per article 14 as soon as the caboose is ready for service.
- (b) When crews are taken out of work service at a terminal they will take their turn out behind all unassigned crews then in the terminal.

ARTICLE 28.

The articles embodied in this schedule shall constitute an agreement between the Canadian Pacific Railway Company and its conductors, baggagemen and brakemen employed on the British Columbia Division, and will remain in force subject to thirty days' notice from either party.

-
For the General Manager's Committee.
-
For the Order of Railway Conductors.
-
For the Brotherhood of Railroad Trainmen.

Schedule "C."

CANADIAN PACIFIC RAILWAY.

Rates and Rules for Yardmen.

ARTICLE 1.

- (a) The yards on western lines shall be divided into two classes, namely, first class yards and second class yards.

Rates for First Class Yards.

Yard foremen and yardmen in first class yards shall receive an increase of two cents per hour on the rates in the schedule heretofore in force.

Rates for Second Class Yards.

The rates for both yard foremen and yardmen to remain the same as in the schedule heretofore in force.

First class yards shall consist of the following: Fort William and Port Arthur, Winnipeg and Transcona, Brandon, Regina, Moose Jaw, Calgary, Swift Current, Medicine Hat, Lethbridge, Sutherland and Saskatoon, Revelstoke and Vancouver. All other yards shall be second class yards.

In case of it being contended that other yards should be included in the first class yards, the matter to be taken up between the men's committee and general superintendents, and in case of disagreement the same to be settled by arbitration.

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(b) Pilots will receive foremen's pay. Engine herders will be paid yardmen's pay, and no yardman acting as such will be used outside of yard limits except as otherwise provided in Article 10 hereof.

ARTICLE 2.

The established time for day and night yardmen to start work shall be 7 o'clock and 19 o'clock at day and night rates respectively. Crews starting between 6.30 and 10.30 o'clock, day rates to apply. Crews starting at any other time shall be paid at night rates.

ARTICLE 3.

Ten consecutive hours or less will constitute a day's work. No new work shall be assigned after the expiration of ten hours, except in case of emergency, such as wrecks, handling live stock, attending fires or handling passenger trains.

ARTICLE 4.

Except in cases of emergency, such as wrecks, handling live stock, attending fires and handling passenger trains, yardmen on double crewed engines will not be required to work longer than their regular hours. Yardmen on single crewed engines will have the privilege of booking rest after having been on continuous duty for twelve hours.

ARTICLE 5.

Yardmen will be allowed one hour for meals between the hours of 11.30 and 13 o'clock and between 23.30 and 1 o'clock, but if required to work the meal hour or any part thereof they will be paid for one hour in addition to the minimum day and be allowed thirty minutes under pay for meals. Yardmen will not be compelled to work more than six hours without being allowed thirty minutes for meals. Day crews not relieved by 19 o'clock and night crews not relieved by 7 o'clock will be allowed thirty minutes for meals and paid continuous time after 19 K and seven K respectively.

ARTICLE 6.

Overtime will be paid *pro rata*, actual minutes to be counted.

ARTICLE 7.

Yardmen held off duty on the company's business or by order of the company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the company to attend coroner's inquests, court cases or other public investigations, they will be compensated as above. In such cases the witness fees to go to the company.

ARTICLE 8.

Yardmen will be advised at once in writing, through the proper officer, with the reason if mileage or time claimed is not allowed in full. In case time is disputed the time not in dispute will be paid in current month. Time check will be issued, at once, upon request for any shortage adjusted.

ARTICLE 9.

(a) The right to preference to work and promotion for yardmen will be according to seniority in their respective yards, and will be governed by merit, fitness and ability. Preference of work to mean men in their respective classes to have choice of work in their respective yards according to their seniority. Any man refusing promotion or failing to qualify for promotion will thereafter rank junior to the man or men promoted in his place as foreman only. This not to apply to men who are sick or on leave of absence. Any yardman not promoted when his turn comes will be promptly advised the reason in writing by the yardmaster.

Note.—On the British Columbia Division, yardmen will have promotion under their respective superintendents.

(b) In the event of a yard being abolished the men in such yard will be assimilated with the men in other yards on the superintendent's district, ranking according to seniority from the time of entering the company's service as yardmen. When a new yard is created, yardmen on superintendent's district will be given preference in the positions in that yard in accordance with seniority in their respective classes.

(c) Men who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this rule.

ARTICLE 10.

(a) Yardmen will not be required to go outside of yard terminals except for switching or transfer service, and yard crews whose work takes them outside of the switching terminal will receive yardmen's rates.

(b) Yardmen allotted to other than their regular duties will receive not less than schedule rates of pay for yardmen. If a yardman is used in an emergency in road service, road rates and conditions will apply.

Note.—The above will not prevent the company from using yardmen to handle high explosives to powder houses adjacent to terminals, or for the purpose of handling mill or transfer work within a reasonable distance of terminal. Present arrangements for handling transfer service between Vancouver and Coquitlam yards will be continued. In other terminals where there is sufficient transfer work to keep a crew regularly employed in that service the transfer service will be assigned to road crews. Road crews will be used for work train service, but yard crews may be used for occasional trips to take snow or other material out of a terminal when required for less than one day's work and also for switching construction material to different parts of a terminal when it is more in the nature of switching than work train service. The superintendent will regulate the manning of a crew to protect a pile driver working within a terminal.

ARTICLE 11.

A yard crew shall consist of not less than foreman and two helpers, except where special arrangements are made by the general superintendent with the general committee.

ARTICLE 12.

Yard foremen will not be compelled to work with an incompetent yardman after such man has been reported in writing to the yardmaster, unless his incom-

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petency has been disproved. Yard foremen will not be compelled to work with two inexperienced yardmen, if experienced yardmen are available.

ARTICLE 13.

(a) Yardmen will not be required to work with an engine that is not properly equipped with footboards, grab-irons, automatic couplers and headlights. Engines that are so out of repair that they leak steam, thereby obstructing the observation of signals, shall not be used while in that condition in yard service.

(b) Yardmen will not be required to move cars by the use of stake, cable or chain between engine and cars or between cars, except in cases where the draft gear is damaged or in some other temporary emergency. This will not be construed to interfere with article 14.

ARTICLE 14.

Yardmen will not be required to couple or uncouple hose bags on passenger cars where carmen are available, or chain up cars in yards or on repair tracks where carmen are employed.

ARTICLE 15.

No yardman shall be disciplined or dismissed until his case has been investigated and he has been proven guilty of the offence charged against him and decision rendered. He, however, may be held off for such investigation for a period not exceeding three days, and when so held off he will be notified in writing that he has been held off for that purpose and advised of the charges against him. He may, if he desires, enjoy the privilege of the assistance of a fellow employee in stating his case at the investigation, and will be given a copy of statement made by him at the investigation. All material and necessary witnesses must be notified in writing to appear. If they appear their evidence shall be taken in the presence of the accused. If they do not appear the accused shall be furnished with a copy of their written statements and their names. If accused is not satisfied with the decision, he will be given an opportunity of reviewing the evidence and may appeal through his representatives to the higher officials. Should the charges not be proven the yardman will be reinstated at once and paid for all time lost at schedule rates.

When a yardman is discharged or resigns he will, within five days, be paid and given a certificate, stating the time of service and in what capacity he was employed.

ARTICLE 16.

Yardmen who are on night duty shall not be required to attend an investigation into a matter duly reported until they have had an opportunity of having at least eight hours' rest after going off duty unless the extreme urgency of the case demands otherwise.

ARTICLE 17.

Yardmen must not switch trains with cabooses attached.

ARTICLE 18.

Yardmen in transfer service will be supplied with a caboose or other suitable car properly equipped.

At points where two or more yard engines are employed suitable shelter will be provided for the accommodation of yardmen.

ARTICLE 19.

Employees in yard service shall have access at all times to seniority list, to be posted in a convenient place in the office of the general yardmaster, which will contain a correct list of all the yardmen and their seniority standing in the company's service. Such lists will be compiled and posted January 1 and July 1 of each year, and list to be subject to appeal for thirty days. Any man who is on leave of absence, or who is ill, will not be affected by this rule.

ARTICLE 20.

The articles embodied in this schedule shall constitute an agreement between the Canadian Pacific Railway Company and the yardmen and trainmen employed on its western lines thereof, and will remain in force subject to thirty days' notice from either party.

The undersigned have concluded that with regard to the remainder of the articles, 1 to 5, and their subsections in the proposed schedule filed by the employees, that as schedule revisions have taken place during the past and many of these proposed subsections have been heretofore under consideration and have not been adopted, we are of the opinion that in compliance with the reasonable rule that ought now to prevail to govern the proceedings and to guide this Board in their deliberations, namely, that the burden is on the employees to show that the rule in force is unjust, unreasonable, obsolete or inadequate in the circumstances, or in practice it works out onerously and that the proposed rule justly and equitably covers the situation and circumstances struck at—we repeat, we are of opinion that no sufficient grounds were established to warrant this Board in recommending their adoption and directing the parties to put them in force at the present time, but, under altered conditions and other circumstances they wholly or partly may be put forward for consideration.

We cannot part with this report without expressing our gratitude to the officials of the company not only for very valuable information, but in placing so many conveniences and facilities at the disposal of the board, and to the officers of the Order of Railway Conductors and Brotherhood of Railway Trainmen and their general chairman and committees, for the sincere and earnest efforts to bring to the board full, complete and reliable testimony and assistance, enabling the board to deal with the important matters before it, for investigation and report, to the best of their humble ability.

Dated at Ottawa this 23rd day of July, A.D. 1914.

R. D. GUNN,
Chairman.

Except as stated in my separate report, I agree with the foregoing conclusions of the Chairman of the Board.

I. PITBLADO.

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STATEMENT OF MR. PITBLADO.

The text of the statement submitted by Mr. Pitblado in regard to certain points at variance with the Board's report is as follows:

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of a dispute between the Canadian Pacific Railway (Employers) and its conductors, trainmen and yardmen (Employees).

To the Honourable Thos. W. Crothers, Minister of Labour, Ottawa, Canada.

The chairman in his report has in my judgment accurately and succinctly set forth the principles which lead one to the conclusion that there should not be granted at the present time the increases in pay which have been asked for by the trainmen.

I desire to add as briefly as possible certain reasons for the same conclusion.

At the outset I may say that it seems to me that when conditions and rules of service in such an employment as is here under consideration have existed for many years, and when rates of pay have been established having in regard these conditions and rules, the onus is upon the parties seeking a change in the rules to show that by virtue of altered conditions or other special circumstances such rules are unfair or inequitable.

The same principle is in my opinion also applicable where direct increases of pay are asked. The onus is on the complaining parties to show that the increase is justified. With this principle in view let us examine briefly the direct and indirect increases of pay asked for by the employees. They are as follows:

1. A reduction in so far as the Prairie Divisions are concerned of the guaranteed mileage of 5,600 miles for main line passenger trainmen to 5,000 miles.

2. An increase in the monthly pay of branch line passenger trainmen (who at present are guaranteed a monthly mileage of 5,000 miles) to the same pay as the main line passenger trainmen.

3. Overtime (initial terminal detention and preparatory time and objective terminal detention).

4. Short runs and turn round clauses (recognition of the proposed standard minimum day).

5. A change in the guaranteed mileage so that time occupied in switching, overtime and detention should not be used to make up the monthly mileage the company guarantees to pay for.

As to 1 and 2 above.

Under the present rules the following are the rates paid passenger trainmen:

For Main Line Passenger Trains.

For monthly mileage of 5,600 miles or less, exclusive of overtime:

	Per month.
Conductors....	\$165.00
Baggagemen....	97.57
Brakemen and flagmen..	88.77

All mileage made in excess of 5,600 miles per month will be paid *pro rata*.

For Branch Line Passenger Trains.

For monthly mileage of 5,000 miles or less, exclusive of overtime:

	Per month.
Conductors.....	\$148.50
Baggagemen...	88.00
Brakemen and flagmen...	80.03

All mileage made in excess of 5,000 miles per month will be paid *pro rata*.

It may be here stated that the statistics filed by the company show that the average monthly compensation actually paid exceeds the above guarantees.

An investigation of the former schedules of the Canadian Pacific Railway Company's Prairie Divisions, which were agreed to by the employees, shows that in 1903 both branch line passenger trainmen and main line passenger trainmen received the same monthly wage, and the guaranteed mileage was the same, 5,000 miles in each case. In 1906, however, for the first time, there appears in the schedule for that year a difference in the guaranteed mileage, viz: for the main line passenger men, 5,600 miles, and for the branch line passenger men, 5,000 miles, and the rate of pay of the main line passenger trainmen was increased so that, so far as conductors were concerned, the main line passenger conductors received \$140.00 per month, the branch line passenger conductors being left at \$125.00 per month; there was a similar difference in wages so far as other trainmen were concerned. Apparently, therefore, in 1906 the men and the company by their agreement recognized the fact that more mileage might fairly well be required from the main line passenger men, and that in consideration of the increased mileage they would receive a higher pay than the branch line men. This same recognition of a different guaranteed mileage and a different rate has been recognized by the succeeding schedules of 1907 and 1911 entered into between the company and the employees. The same reasons which in 1906 warranted a difference in wages and guaranteed mileage between main line and branch line passenger service still exist to-day, and no changed condition has been shown to exist. Moreover, the Company showed that the branch line runs are frequently preferred by the senior trainmen as preference runs, though the minimum rate of wages is lower. It was shown before the Board that all the main line passenger runs (which are, of course, assigned runs) exceed in the monthly aggregate 5,600 miles, with the exception of the run from Winnipeg to Brandon. A clause in all of the schedules, and which has been included in the present one, provided that no reduction in crews or changes in mileage should be made for the purpose of offsetting the increases of wages given passenger trainmen under the schedule. If, therefore, the requests of the men were to go into effect, it would mean a direct increased compensation for all the main line passenger trainmen in the Prairie Divisions (except on one run) by virtue of the company being obliged to pay for all mileage in excess of 5,000 miles instead of in excess of 5,600 miles as at present, and all the branch line passenger trainmen would be increased: conductors \$16.50 a month, baggagemen \$9.57 a month, and brakemen \$8.74 a month. The men did not make a demand for this increase on account of the increased cost of living since the last schedule, and no evidence was given before the Board showing any such increased cost of living. The main contention of the men was that because these rates had been put in force on the Canadian Northern Railway last year, therefore, they should be put in force on the Canadian Pacific Railway.

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As this contention as to rules on the Canadian Northern Railway has been strenuously urged by the men as a conclusive argument in favour of certain other increases asked by them, I desire here to state that the representative of the men on the Board seems to have failed to grasp the arguments put before the Board in so far as the Canadian Northern Railway rates and rules are concerned. The increase in the rates of the conductors on the Canadian Northern Railway and the changes which were put into effect on that road looking to increased compensation for conductors similar to some of the clauses contended for now were matters for the consideration of a Conciliation Board in or about the month of April, 1913. One of the main reasons urged by the representatives of the conductors before that Board was that the conditions on the Canadian Northern Railway were not as favourable to the men as on the Canadian Pacific Railway, and that, therefore, the conductors employed on the Canadian Northern Railway should get higher rates and more favourable conditions. It will be remembered that the basis of employment of men in road service is that they either give nine hours' service for a day's work or a certain number of miles on the road; in freight service, 11 miles is equivalent to one hour, and in passenger service 15 miles equals one hour. As a matter of fact, if track and operating conditions are favourable for a fast service, the men get the benefit because they cover the mileage in less than the equivalent in hours. The argument therefore used when the rates of pay were obtained from the Canadian Northern Railway Conciliation Board was that the Canadian Pacific Railway with its double track, large yards and other excellent operating conditions, could do the work, passenger and freight, in less hours. This contention on the part of the men appears to have prevailed with the Board in so far as the Canadian Northern Railway is concerned. The conductors having obtained this schedule from the Canadian Northern Railway through the means of the Conciliation Board, the other trainmen received almost as of course a similar schedule. Moreover, these schedules were obtained from the Canadian Northern Railway at a time when the circumstances of that road would not warrant any friction with its men, and to that extent the schedules were forced schedules. Besides, these rates were granted by the Canadian Northern Railway when railway earnings in this country had reached their maximum, and it looked as if the general prosperity and increase in freight earnings would continue. Since that time, however, earnings have fallen off to a very great extent, and there is general business depression.

Similar remarks may be made in regard to the yardmen's rates on the Canadian Northern Railway. They are higher than on any other western road, and were obtained under somewhat similar conditions.

Now, the employees of the Canadian Pacific Railway urge that because the Canadian Northern Railway employees have received certain rates and certain rules, therefore, the Canadian Pacific Railway should give them.

Present conditions differ very much from those which prevailed when the Canadian Northern Railway schedules went into effect and point conclusively to the fact that it would be unfair to the Canadian Pacific Railway to impose upon it at the present time heavy increases in the cost of operation. A statement filed by the company shows that from the first of January to the week ending June 7, 1914, the company's gross earnings were \$10,305,000 less than for a corresponding period in 1913, and that the net earnings for the months of January to April (inclusive) of 1914 were less by \$3,235,981 than for the corresponding months of 1913. Later on in the investigation a further statement was filed which shows that this state of things is continuing. Moreover, the company

has pointed out that the reduction in freight rates, which has been ordered by the Railway Commission to go into effect on the first of September, will probably mean a difference of about \$1,500,000 in the year's earnings. Further statements were filed by the company showing comparison of freight earnings at the principal stations on the western lines in May, 1914, as compared with the same month in 1913, which corroborate the great falling off in business.

It is well known that there exists throughout the country to-day general business depression, and in the absence of proof showing that the employees are not receiving a fair and reasonable return for the services rendered, it would be most unfair to increase the company's cost of operation. The chairman has pointed out in his report the labour conditions which exist. There are very many idle men to-day skilled in the class of service in question, as the company has been obliged to lay off crews from time to time on account of the lack of work. And yet, in spite of all these conditions, the representatives of the men still insist that the men who are retained in the service should receive largely increased compensation.

As to 3—Overtime, Initial Terminal Detention, Preparatory Time and Objective Detention.

Under the existing rules the men's time counts from the time set for the departure of the train, and ends at the end of the trip when the train has been registered at the terminal point. The existing and previous schedules of rates have been made on the understanding that the trainmen would be on hand 30 minutes (passenger) and 45 minutes (freight) before the time set for the train to leave. This was in order that the men should see that the train was in proper order, freight conductors get their way bills, etc. The conductors and trainmen in Western Canada have a nine hour day; in Eastern Canada, and on many other lines, with which comparisons are attempted to be made, a ten hour day. The company claims that one of the reasons for the concession of the nine hour day to the men was the fact that this initial time would be given by the men. Now, the men have claimed that they should be allowed for this initial time and also for objective terminal detention, not from the time the train reaches the registering office, but from the time the train is first stopped on its approach to the objective yards. Payment for this initial and objective terminal detention is asked for by the men separate and distinct from the time of the trip. It would be an extra and additional pay. Take for instance a freight crew leaving Kenora at 8 o'clock in the morning and arriving at Winnipeg at 16 o'clock; the trip has taken 8 hours; the crew gets paid not for one day's service, but for 133 miles, or for a day and a third; but they would, in addition, if the present contention of the men were granted, receive three-quarters of an hour extra pay for having been on hand that long before the train left, and also for whatever time the train was delayed in getting into the yard at Winnipeg. To give effect to the men's contention would mean that every freight conductor and brakeman would receive as initial terminal detention additional pay for 45 minutes per trip and an unknown amount as objective terminal detention, while each passenger conductor and trainman would receive 30 minutes' pay as initial terminal detention and a similar indefinite amount as objective terminal detention irrespective of the number of hours they had been on duty, even though the whole trip might have been completed in much less time than the speed basis period. In addition to this initial and objective terminal detention, the men were also asking changes in the rule governing intermediate detention, that is, delay while in transit. This would also mean increased compensation.

Under 50 miles	50 miles
From 50 miles to 74 miles....	75 miles
From 75 miles to 99 miles....	100 miles

The men have asked a rule under what is known as the minimum day's wage, whereby each time a crew is ordered out on a short run they would get 100 miles or a day's pay, and a trip would automatically end on arrival at a terminal; so that if the company were obliged to send a train out 10 miles and back, in all 20 miles, it might be done in two hours; yet, the company would have to pay one day's full pay therefor, and would not have the privilege of using the crew in any other service.

As to 5—Change in Guaranteed Mileage.

Trainmen who are employed in freight crews regularly set up are now paid by the Company for not less than 2,600 miles in all classes of service in any one month. In other words, the company guarantees each month to such freight crews 26 days' work of 100 miles a day, making in the aggregate 2,600 miles. At the present time the company in order to make up this 2,600 miles, may include time employed by the crews switching (which is paid for in addition to their mileage) and all overtime and detention already granted under the rules. In other words, the present guarantee is that freight crews will from all classes of work which they are called upon to do get pay for not less than 2,600 miles in the month. This rule has been in existence for many years. The men now urge that this 2,600 miles should be "exclusive of switching, over time and detention." In other words, the men want to get a guarantee of 2,600 miles, and in addition thereto they want to be paid extra for switching, overtime and detention, although these now assist in making up the total guaranteed amount. To give effect to this contention of the men would mean increased compensation to a large extent, but at the present time impossible to estimate. The company showed that there are a number of men who do not reach the 2,600 miles minimum, but who receive pay for 2,600 miles, and yet, if the rule were put into effect, these men would be entitled to pay for switching, overtime and detention in addition.

No evidence was given before the Board to show that the present rules governing the matters above referred to were oppressive or unfair, or that the

men did not receive fair and reasonable compensation; whereas, on the other hand, the evidence shows that the effect of making the rules asked for by the men would be to unfairly and unreasonably add additional financial burdens on the company, requiring it in many cases to pay large sums of compensation for which it would receive no service at all.

It will be further noted that while the representative of the employees urges the Canadian Northern Railway rules as an argument for these changes, the present demands upon the Canadian Pacific Railway have gone in many cases much beyond the rules at present in force on the Canadian Northern Railway or on any other railway system.

Mr. Campbell, the representative of the men on the Board, in his report indicates that the men estimate that their demands would only amount to about 6 per cent increase in the pay rolls of the company. No evidence to that effect was given before the Board. The company on the other hand contend that the increase would be very much greater, but in view of the fact that many of the increases would be indirect rather than direct, it is clear that it is impossible to accurately estimate what these increases would mean in the aggregate.

It may here, however, be noted that the company showed that the putting into effect of the short run clause proposed by the men on the British Columbia Division (where there are a number of short runs) would have meant an increase for the month of October, 1913, of 80.1 per cent in the cost of such short runs.

The evidence adduced to the Board indicates that the men employed by the Canadian Pacific Railway are treated as well, if not better, than the men on other lines, and that they are receiving fair and reasonable wages for the services rendered, and as large, if not larger, monthly earnings than the men on other roads in similar territory.

Points in Which I Differ with the Chairman's Report.

While agreeing for the most part with the conclusions arrived at by the chairman in his report, and while recognizing his patient, thoughtful and careful consideration of all the varied propositions presented to the Board, it is with regret that I feel constrained to separately express my views, and to differ from the report of the chairman upon several matters set out in his report.

(1) Yardmen's Rules—Article 11.

The present article 11 in the yardmen's rules for both the Prairie and British Columbia Divisions is as follows:

“Article 11.—Yard crews employed in switching cars shall consist of not less than two men, including the foreman. This will not be construed so as to interfere with the present practice otherwise.”

The employees have requested the following article in place of the existing one, namely:

“Yard crews employed in switching cars shall consist of not less than one foreman and two helpers.”

The chairman recommends in his report the following rule:

“A yard crew shall consist of not less than a foreman and two helpers, except where special arrangements are made by the general superintendent with the general committee.”

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The present article 11 has been in existence on yardmen's schedules on western lines for many years, and it has been shown in evidence that the present practice is to have crews of not less than three men in all the larger yards and in all places except where the amount of switching to be done is of such a small character that a crew of two men can readily and safely do the work. No evidence of any kind was offered to the Board to show that accidents either to men or to property had occurred by reason of there being some switching crews consisting of less than three men, and in view of the fact that in my judgment the onus of showing the necessity for a change in a rule which has been in existence for a long time, is upon the parties asking for the change, no case has been made out calling for a rule which will require three men in each crew "except where the general committee of the men otherwise agree." The effect of this rule will, therefore, mean increased expense to the company without any increased earnings, which, under existing circumstances, is not in my opinion warranted unless conditions had been shown which indicated that the present practice upon the railway was so dangerous that a change should be made.

(2) I cannot agree with the suggested allowance of \$5.00 per month to train baggagemen under suggested new article 1 (V) (Prairie) and article 1 (T) (Pacific) where the baggagemen handle an average of 8 or more sacks of any class of mail on each run or trip.

There are two distinct classes of mail carried in baggage cars:

(a) Ordinary mail bags on small runs where there is not enough mail business to warrant a mail car. In such cases the baggageman receives closed bags of mail and hands them off at destination. This practice has been going on during all the time the railway has been doing business in Western Canada, and the former rates to baggagemen were given recognizing the fact that on these short runs where very little baggage was carried they would handle these closed mail bags. The amount of mail handled in this way is not as a rule heavy, and the baggage is very light. I see no reason why the company should pay extra for this service.

(b) Another and distinct class of mail is where a portion of the baggage car is occupied by overflow of closed mail bags from the mail car. In these cases the baggagemen are not required to handle the mail bags except in a few isolated instances.

While it was urged before the Board that the institution of the new parcel post would result in considerable more mail being handled by baggagemen, still, there are no figures before the Board showing what this increase in work may amount to, and no data by which it can be figured out that \$5.00 a month should be paid to every baggageman who handles eight or more bags of mail on any run. Before any such addition to the operating expense of the company is put upon it, the work of the baggageman on each run should be looked into. Upon a consideration of the actual runs by the company and representatives of the men it may be found that on some runs more than \$5.00 a month should be paid, and that on a very great many runs there should be no increased remuneration at all. My opinion is that this rule should be referred back to the representative of the men and the company for their consideration with a view of endeavouring to arrive at an amicable adjustment of the matter if increased work is being unduly imposed upon the baggagemen.

(3) I cannot agree with new article 29 relative to changing of brasses.

The men asked for a rule providing that they should not be required to change brasses on cars while en route except on cars containing live stock and

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perishable freight. The chairman has recommended that a rule should be inserted as follows:

“Trainmen shall not be required to change brasses on cars loaded wholly with lumber, coal, coke or O. C. S. freight.”

The changing of brasses is one of the incidents of railway service. Cars without apparently any cause will occasionally get hot boxes and the brasses require to be changed. If the men's contention had been sustained it would have meant serious inconvenience to the public. Train crews have always as a condition of their service, from the time railway service began anywhere, changed brasses on cars on their train while in transit. The crews carry in each caboose brasses for this purpose. To relieve them from this part of the ordinary incidents of their service would cause serious inconvenience to the public. If crews are delayed in changing brasses they get paid for the delay either in their usual regular hours of service or by overtime, but if cars could arbitrarily be put off the train at the first siding because a brass required changing there would be a serious interference with traffic conditions. The force of the company's contention in reply to the rule proposed by the men was felt, and so the rule as suggested in the chairman's report covers only lumber, coal, coke or O. C. S. freight.

In Western Canada it is frequently as important that coal or lumber or O. C. S. freight should reach its destination without delay as other classes of freight, and in my judgment no evidence of any hardship on the part of the men has been adduced which would warrant the imposing of this new rule upon the company. This rule is not in force on any railway so far as can be ascertained. It has been shown that in many cases in Western Canada there are only three trains a week over certain branch lines, and if a crew can put off a car rather than change a brass the freight would be very seriously delayed.

The representative of the men upon the Board, in his report to the Minister of Labour, has laid stress upon the fact that Sir Thomas Shaughnessy, in a letter of somewhat recent date, stated that it was the policy of his company that his men should receive “the favoured nation clause.” While it was stated that the men had such a letter from Sir Thomas Shaughnessy, the letter itself was not read to or filed with the Board, and the representatives of the men did not claim that any such letter constituted an agreement between them and the company. The company has all along contended, and it was practically admitted by the men, that the men on the Canadian Pacific Railway were treated as well, if not better, than on any lines, and the evidence discloses that while on some lines higher rates may appear to exist, yet, on the average, the trainmen on the Canadian Pacific Railway western lines earn a higher monthly wage than trainmen employed in similar territory, owing to more favourable operating conditions.

It has been urged on behalf of the men that many of the proposed rules which will mean increased compensation are now in operation on the Canadian Pacific Railway east of Fort William, but it was shown to the Board that rules and rates are bound up together, and no valuable comparison can be made without both being considered. The rates paid the men on lines east of Fort William are not as high as on western lines, and many of the rules which carry with them additional compensation are different. Moreover, on eastern lines a ten hour day is in force instead of a nine hour day as on western lines.

To pick out any particular rule and compare it with that in force on other lines is, the company says, unfair unless the rates and other conditions of service are also compared.

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The representative for the men upon the Board in his report states that the company admits that no material changes or improvement have been made in the rules since 1903. No such admission was ever made by the company. The printed rules of 1903, 1906, 1907 and 1911 were before the Board. These show that many changes and alterations in the rules and conditions of service have been made since 1903, and all have been for the benefit of the men. Moreover, since 1906, the company has built on western lines double tracks or branch lines acting as double tracks, which by the end of the year 1914 will amount to 1,250 miles, covering a very large portion of the lines of the company which have heavy traffic. The company has also within the last eight years at great expense remodelled and enlarged all the important terminals, and improved in every possible way traffic conditions. All of this, while assisting the company in conducting its operations, has also greatly facilitated the work of the men, and enabled them to make their mileage in less time and with greater safety. While the argument is made by the representative of the men on the Board that the loading of motive power to its utmost capacity is preventing a high speed basis, as a matter of fact the contrary is the case. By reason of the improved facilities, the speed basis of trains has increased, and train crews are getting over the road faster than before.

All of which is respectfully submitted.

Dated at Winnipeg, this twenty-ninth day of July, A.D. 1914.

I. PITBLADO.

TEXT OF MINORITY REPORT OF MR. D. CAMPBELL.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of a dispute between the Canadian Pacific Railway Company (Employers) and its conductors, trainmen and yardmen (Employees).

To the Honourable Thos. W. Crothers, Minister of Labour, Ottawa, Canada.

DEAR SIR,—It is with extreme regret that I find myself unable to adopt the views of the chairman of the Board in the above matter, whose report will undoubtedly be concurred in by my other colleague, who at the present time is absent from the Board. It therefore becomes my duty in fairness to the several thousand employees whom I represent on the Board to make a minority report. It would have been much more pleasant to me and also more desirable for all concerned if the unanimity of the Board could have been obtained, but regardless of this I must do what in equity and good conscience ought to be done in fairness and justice to the parties.

In accordance with the provisions of the Industrial Disputes Investigation Act of 1907, a Board of Conciliation and Investigation was on the eighth day of April, A.D. 1914, constituted on the application of the employees to investigate and report upon a dispute between the above-named parties, and by consent the fifteenth day of May, A.D. 1914, at the city of Winnipeg was fixed as the time and place the Board would convene to hear the parties, their witnesses and evidence.

At the time and place appointed the Board met and were attended by the general manager and the general superintendents of the western lines of the

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company, and Mr. Samuel N. Berry, vice-president, and Mr. William G. Chester, general chairman of the Order of Railway Conductors, and a representative committee of those employees; and Mr. James Murdock, vice-president, and Mr. E. H. Cooke, general chairman of the Brotherhood of Railroad Trainmen, and a representative committee of the trainmen and yardmen appeared on behalf of the employees.

Upon opening up of the matters involved in the dispute it was found that the locality of the said dispute extended over the main line, branches and yards of the railway company from Fort William, Ont., to the Pacific coast, and the territory was and had been divided into two divisions—one from Fort William, Ont., west to the western limits of what is known as the Alberta division of the railway, including the Manitoba, Saskatchewan and Alberta, or Prairie Divisions, and the other extending from these limits to the Pacific coast and known as the British Columbia or Pacific Division, each governed and covered by separate and distinct schedules of rates and working rules for conductors, baggagemen, trainmen and yardmen, and each containing many different working rules and materially unlike in rates of compensation, but together forming a basis of agreements between the company and about 3,000 employees.

It further appears that the employees had, on or about the eighth day of August, A.D. 1913, given notice that they desired a revision of these schedules and submitted proposed revised schedules for each of the above named divisions, which are on file in your Department in these proceedings. On September 15 at a conference between the officers of the company and the committee of the employees, the company requested an adjournment of the negotiations until December 1 in order that the officers of the company and all the employees might be at their posts of duty during the busy rush of the western grain crop, and in this the employees acquiesced. Conferences were resumed on or about December 15, which continued for some days, and no agreement being reached the Canadian executive officers of the two organizations were called into the controversy and another adjournment was made until March 16. At this time negotiations were again entered upon with the company and no agreement being arrived at, an application was made to your Department by the employees for the appointment of this Board.

The proposed schedules of the employees do not contemplate nor provide for a general increase in the existing rates of pay. But the proposed changes in rules would result in increasing the compensation for practically all the employees concerned, and in regard to the yardmen a general increase of two cents per hour is demanded.

The company opposed the adoption of these proposed changes on the ground generally: That the time was inopportune for increasing the cost of operation owing to the dull times and the prospective reduction of freight rates; that the proposed changes would materially hamper and interfere with the successful and satisfactory operation of its trains and transportation service; that the existing schedules of rules and working conditions with their rates of pay were fair and adequate and on the whole better than those of competing and parallel lines; that comparisons should not be made with the Canadian Northern Railway conditions in the conductors' and trainmen's schedules as that was not a standard road, exceptionally favourable rules and rates being forced by the employees at a time when that company could not afford to resist; and that therefore no changes should be made which would in any way increase the cost of operation.

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In addition to this the company contended that if any changes in these schedules were to be considered, that these entire schedules should be abolished and should be superseded by a complete and new schedule differing very radically from the present one and based upon what they termed certain general principles. These general principles are fully set out in an application made to your Department by the company immediately after the application made by the employees, for the appointment of a Board of Conciliation and Investigation, but which was considered and treated by you as the company's reply to the application of the employees for a Board, and to be taken into consideration in the proceedings had and taken before such Board.

On the other hand the employees contend that there has been no general revision of the rules of their schedules since 1903, on account of their and the company's connection with the various general wage movements in what has been known as the Western Association of Railroads; that the last general increase in rates of pay amounting to ten per cent occurred in March, 1911, at which time any revision of the working rules was precluded, although requested by the employees; that the increases accruing from the proposed changes now sought would not in the aggregate exceed more than six per cent of the present pay roll and that such increase would not nearly meet the increased cost of living since the close of 1910; that many of the proposed changes are intended to be corrective in their character and merely provide an automatic remedy for abuses under the present rule by the subordinate officers of the company, their actual cost being problematic and would be eliminated almost entirely by the exercise of reasonable diligence on the part of such officers; that the excessive efforts on the part of the company to economize have placed onerous conditions and unnecessary hardships upon the employees and an indifferent regard for the safety of life and limb; that when many of the present rules were agreed to they were understood to concede, and for a time did concede, certain conditions and allowances to the employees, but these conditions and allowances have from time to time been restricted or avoided by placing strained constructions upon the rules; that the proposed changes will not in any way hamper the successful operation of the trains and transportation facilities of the company; that on a greater part of the lines involved in the present dispute, the capacity of the company's engines has been very largely increased since 1910, so that each train crew is now handling from 25 per cent to 50 per cent more business than formerly for the company within specified hours of service; that at the time these negotiations first began and at which time they ought to have been concluded, and doubtless would have been concluded but for the consideration of the business of the company during the wheat rush, the pretext of business depression was not available and even though seized at this time by the company is no justification for refusing the present demands; that the business depression or reduced earnings by reason of lower freight rates or otherwise has no relation to improved working conditions or increased remuneration to which the employees by reason of the nature of the employment, or the conditions under which they work and live are at any time entitled; that the general principles submitted by the company as the basis of a schedule of rules and wages have no right to be considered in this controversy, because no notice of such an intended change as provided by section "57" of the Industrial Disputes Investigation Act has been given the employees; that the proposed general principles and its accompanying schedule of rules being only submitted when a Board of Conciliation was about to be established is a device by the company for the purpose of confusing and misleading the Board; that the present rules and some of the rates of pay on the western lines of the Canadian Pacific Railway are less favourable to

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the employees than the rules and rates of pay of the competing Canadian lines of the Grand Trunk Pacific Railway and the Canadian Northern Railway; and that since the general increase of wages in 1910 these other lines of railway and the very great majority of American lines have revised their schedule rules, and these now contain many valuable conditions which the Canadian Pacific employees do not have and are not even now contending for.

In consequence of the wide differences and enlarged dispute between the opposing parties, partially defined herein and more fully set out in the presentation of the employees and the answer or statement in reply of the employer, the Board were engaged for some time in taking evidence and in hearing the exhaustive representations and arguments submitted by the respective parties, and the examination of various rates and documents filed. Having exhausted all efforts to bring about a settlement by means of conciliation, it then became the duty of the Board to undertake to determine what, under all the circumstances, would be a fair and equitable basis of a settlement of the dispute and report thereon to your Department accordingly. The various witnesses, committees of employees, attending officers of the company and their assistants were then dismissed, and since then the Board have spent considerable time and labour in their endeavours to arrive at a satisfactory result.

The Company's position in regard to comparisons with their competing and parallel lines in Western Canada, is without satisfactory foundation and a reference to the existing agreements between other employees, such as the enginemen and telegraphers, and the three companies, disclosed the fact that there are none of them more favourable to the employees than those of the Canadian Pacific Railway. In fact, some of them are identical throughout. Comparisons have always been the most potent factor in determining rates of pay and working conditions for railway employees the whole continent over. A reference to the award of the arbitrators, which determined the rates of pay for about fifty railroads east of Chicago for the conductors and trainmen, will show that the arbitrators laid very great stress upon comparisons and this regardless of location of the line, the class of traffic handled, the density or paucity of the traffic, or the physical conditions of the country traversed, or whether any one particular line was a standard railway or was financially strong or weak. In a letter written by Sir Thomas G. Shaughnessy, the president of the Canadian Pacific Railway, of somewhat recent date, and read to the Board, he stated that it was the policy of his company that his employees should be treated as liberally or a little more so as other employees on other lines of railway, his own words being that the company desired to extend to them "the favoured nation clause." It does not now seem consistent that the company on its western lines in dealing with its conductors, trainmen and yardmen, should now, instead of being in advance of other companies in the matter of favourable wages and working conditions, be an unwilling follower.

The company's contention that the Canadian Northern rates of pay and working conditions for conductors, trainmen and yardmen should not establish a precedent for the Canadian Pacific Railway because they were obtained by force, is likewise untenable in view of the facts. The existing schedule of rules and rates of pay for conductors on the Canadian Northern Railway was established by the Board of Conciliation, which investigated and reported on the matter on or about the month of July, 1913. The existing rates and conditions for the trainmen and yardmen were established by mutual agreement and became effective from October 1, 1913, and could not have been the result of a forced issue on the part of the employees. If a strike had been contemplated

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for the purpose of forcing upon the company undesirable rules and rates of pay, before such issue could be had or taken, the terms of the Industrial Disputes Investigation Act would of necessity have been invoked and a Board established thereunder to determine in the final analysis the rights of the parties. No such Board was established, and an agreement was reached which therefore must have been mutually agreeable and acceptable to the company and the employees.

That the present time is inopportune for making any changes in rules that would increase the remuneration of the employees is likewise not well founded, nor is the company's objection well taken on the ground of the prospective reduction in freight rates in the near future. Never in the history of the Canadian Pacific Railway has the rise or fall of freight rates or the increase of earnings, either gross or net, in any way determined an increase in wages for the employees. The employees contend that in the past their arguments to the company, based on the high and exclusive rates enjoyed by this company and its ever increasing large earnings, have been met with the answer that because of these exceptional privileges which the company enjoyed, or of its unexcelled prosperity, that the company was not therefore entitled to pay more to its employees than did its competitors less favourably situated; that the going-wage was all it was entitled to pay, and that it was willing to pay always as much as or a little more than other Canadian lines in like territory.

Inasmuch as the earning capacity of the company or the actual earnings thereof do not at any time either for this company or any other company factor in the determination of wages and working conditions, the argument advanced by the company should not now be heard in its behalf. If the company's argument possessed any virtue at all, and did, in fact, have any relation whatever to the determination of wages and working conditions, then wages would rise and conditions improve automatically with the increase of earnings. Upon an examination of the matters before the Board, it is clear that in every instance wages have increased and working conditions improved only as a result of persistent effort and agitation on the part of the employees.

It is difficult to conceive of the force of the company's argument against the adoption of many of the rules now proposed on the ground that the existing rules and working conditions with their rates of pay are fair and adequate and generally better than those of competing or parallel lines. Many of these proposed rules are now in operation on the Canadian Pacific lines east of Fort William and have been since July 1, 1910, and as a result of a mutual agreement. Likewise they are practically all in effect on the Canadian Northern Railway, which parallels the western lines of the Canadian Pacific Railway, operates through similar country, handles similar traffic, and for the same rates of haulage of freight and passengers.

That the proposed changes in the rules interfere with the successful operation of trains and of the transportation facilities of the company, is a mere statement by the company without any foundation of fact. If the proposal by the employees that engines with a higher haulage rating than 150 per cent (or thereabouts) should not be regularly assigned to way freight service, or that engines which blow steam should not be used in yard service is considered an interference with the successful movement of trains, etc., is question of how much an extremely hazardous occupation ought to be permitted to be made more and more hazardous in the interest of purely economical considerations for the company. The statistics submitted by the employees to the Board, showing the high average death rate of these employees, and the ever-increasing destruction and maiming of their bodies, are sufficient to warrant any tribunal

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in concluding that it is high time to call a halt. It was shown by the employees that in the past engines of a higher percentage than 150 per cent were not used in way freight service where a large amount of shunting is of necessity done, but in recent years road engines of as high as 210 per cent are used in this service, and are extremely hazardous to men when making couplings and in shunting generally. It was likewise shown by the employees, and is in fact self-evident, that an engine blowing steam from the lack of proper packing in its pistons, will obscure signals of yardmen, thereby rendering extreme hazard to men engaged in yard service. The amount of interference in the company's successful and satisfactory operation of its trains here would mean that the pistons should be kept properly packed so that this would not happen. Another of the illustrations which bear upon this point is the demand of the employees that each yard crew shall consist of at least one foreman and two helpers. This barely gives a sufficient number of men to properly perform yard service and be able at all times to give and repeat signals to the locomotive engineer whose line of vision is constantly intercepted by the curves in industrial sidings and yards generally where shunting operations are performed. Men have frequently been pinned between cars and their bodies dragged by an arm or a leg for considerable distance when there is not an additional man within reach to signal the engineer.

While agreeing with my learned colleagues on the Board that the company in its reply to the employees' application for the appointment of a Board, or in the course of its arguments and representations to the Board upon the employees' proposals has the right to introduce whatever propositions or replies which it may deem proper, I am, however, in the light of all the circumstances, unable to fully rid my mind of the doubt in regard to the company's sincerity either in proposing certain stated general principles or a schedule of rules and rates of pay based thereon for the serious consideration of the Board.

In a letter to the employees' committee by the officers of the company on December 18, 1913, the company states: "As you have pressed for a counter-proposal we beg to advise that the only one we can make is that the schedule now in force remain as it is," and a perusal of the correspondence passing between the company's officers and the employees' committee discloses the fact that no mention was made by the company of these general principles and an entirely new schedule of rules and rates of pay based thereon, until the company was advised that an application was being made by the employees to your Department for the appointment of a Board of Conciliation and Investigation. The employees also contend that these so-called principles have recently emanated from the American Railway Association for the purpose of being used in the controversy now existing between the Western Association of Railroads and its locomotive engineers and firemen in Chicago. At all events, the company admitted its inability at this time to compile and submit for consideration a complete schedule of rates of pay to accompany its proposed schedule of rules; and if the company's statement that there was no desire on its part to reduce the present wages or earnings of its employees is correct, it is difficult to understand what possible purpose the proposed schedule of rules or the application of any general principles could contemplate.

In reviewing the arguments and contentions made by the employees, they establish to a substantial degree a justification for the adoption of almost all of their proposed changes in rules and the increases in remuneration. The company admits that no material changes or improvement have been made in the rules since 1903. Likewise that when the general increase was made in March,

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1911, that proposed changes in rules were denied. While selecting isolated and extreme cases for the purpose of illustrating the effect of certain rules if adopted, the officers of the company made no effort to prepare a full and complete statement of the additional cost which the proposed changes would entail in their entirety, nor did they submit any evidence to show that the increased remuneration would be in excess of or even in keeping with the increase in the cost of living since 1910. Doubtless the contention of the employees that the aggregate cost to the company would not exceed six per cent of the present pay roll is entirely correct. On the other hand the report of the arbitrators which decided the controversy on the eastern railroads, referred to above, shows that after making an exhaustive investigation into the increased cost of living they determined that it was in any event not less than seven per cent during the period since 1910.

It was clearly established by the employees that many of their proposed changes were intended more as corrective rules than for the purpose of obtaining additional pay thereunder. To merely insert a rule that the company will do a certain thing or will not do a certain thing has in the practical operation of things little or no effect as to what shall or shall not be done, because it ultimately rests with the subordinate officers of the company, or other employees, to carry out these undertakings and when they are ignored there is always a pretext forthcoming for having done so, but when the payment of time or a penalty is involved for the failure to do or not to do a certain thing it acts as an automatic remedy in the interest of economy for the strict compliance with the undertaking, and the superior officers of the company will not accept mere excuses from their subordinates or other employees for their failures. No better illustration can be had of this than the employees' proposal for the adoption of payment at overtime rates for what is known as "objective terminal delay." This proposition means that when a freight train arrives at its objective terminal and is held out of the yard by being kept standing on the main line while the entrance to the yard is blocked by the switching operations of a yard crew, regardless of the fact that the trip from the initial terminal has been made in less than the allotted number of hours constituting a day's work, that the crew in charge of the train will be paid overtime while so detained. The absence of such a corrective rule permits the yard crew or the yardmaster to carry on switching operations with absolute indifference in regard to the length of time the train crew may be kept waiting for an opportunity to bring its train into the yard so long as the time waiting, plus the time actually consumed in making the trip, does not exceed the number of hours constituting a day's work or the maximum time allowance for making the trip on the basis of eleven miles per hour. Whereas, if the company were obliged to pay for this delay, it would immediately become the imperative duty of yard foremen or yardmen to either suspend operations for a few minutes to permit the train to be brought into the yard, or sufficient trackage would be kept available for that purpose, so that no objective terminal delay in getting into the terminal with trains would result, nor would there be any additional cost resulting to the company.

The contention of the employees that the company exercises a greater regard for economy than for the safety of the employees is illustrated in the use of 210 per cent engines in way freight service, so that the greatest possible number of cars may be hauled in the train, even though engaged in the work of a way freight train.

The employees contended that when the present rules were adopted, many things were conceded through them which have since been taken away by means of the interpretations placed upon the rules in recent years by the officers of

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the company, and as illustrating that, point out that at one time, and until a few years ago, the objective terminal detention was paid by the company as is now proposed by the employees' amended rule. All of which is admitted by the company, and the officers attempt to justify this course on the ground that the employees are only entitled to whatever the strict literal construction of the rule will of necessity involve. This practice brings about many proposed changes in the present rules in an effort to use clear and definite terms the meaning of which cannot be evaded. The company admits the increased hauling capacity of engines and other facilities whereby train service employees are able to accomplish much greater results for the company in a given period of time than formerly, but denies increased responsibility, additional hazard or more onerous working conditions resulting therefrom, or accepting this as any justification for either the payment of increased remuneration or the ability to so pay, all of which are clearly self-evident.

It seems unfair to the employees that after acceding to the company's wish to defer negotiations from September last in the interest of a rush of business, that advantage should now be taken of a depression in business to refuse these deferred concessions.

The employees also establish that other Canadian lines and many American lines have revised their working rules since the general wage increase of March, 1911, and that the western lines of the Canadian Pacific Railway Company is the one outstanding exception. The employees also directed the attention of the Board to the fact that it is a matter of considerable difficulty to undertake, and can only be undertaken once in several years. The expense is one of the chief factors in prohibiting too frequent negotiations for schedule revision, and as illustrating this they point to the fact that the present negotiations have cost the employees concerned upwards of \$30,000. This difficulty is probably increased as a result of the officers of the company endeavouring to minimize the payment of allowances provided by the various rules. If an officer dishonours a claim of an employee for compensation under the rule, regardless of the plain intent of its meaning, it may necessitate the intercession of a committee and officers of the organization to the higher officials of the company, and thereby the expenditure of hundreds of dollars in the adjustment of a claim where but a few dollars are involved, and this without any additional expense to the company. So that the endeavours of the employees to secure rules that are free from ambiguity or possible misconstruction are justified and even commendable.

It is with the most profound respect for the judgment of my learned colleagues, that I state very emphatically that in my judgment the company did not establish in the slightest degree that its conductors, trainmen and baggage-men draw as large if not larger monthly earnings than similar employees on any of the neighbouring lines, and the statement submitted by the company showing the average earnings of some of these employees does not in any way indicate such a fact, nor is it even fair to be regarded as showing, under all the circumstances, that the rates for the various services performed are at all equitable.

In the first place the straight monthly wages on the Manitoba Division of the Canadian Pacific Railway are identical with those of the Canadian Northern Railway for the same class of service (except in a few cases where the latter are higher). This being true, if the Canadian Pacific employees earn more money in overtime and extra service, it follows that they must be working longer

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hours and performing additional extra service. When Mr. Murphy filed this statement on behalf of the company, I asked him what the average total monthly earnings were of Canadian Northern employees in similar territory and service, and he answered that he did not know, but that it could be ascertained. If he ascertained from the Canadian Northern Railway management any information on the subject he failed to disclose it to the Board. An examination of the rules and rates of pay on the two lines will show that in the mixed and way freight service the Canadian Northern rates are higher, and in addition to this, initial and terminal detention is paid, together with many other extra allowances, which the Canadian Pacific employees are now seeking to obtain. If under these circumstances the aggregate earnings of Canadian Pacific employees average more per month than do those of similar Canadian Northern employees, the former are beyond any possible doubt working much longer hours and performing many other duties far in excess of the service performed by the Canadian Northern employees. Moreover, the statement is no evidence that the present rates for the various services performed is equitable, because it does not show how many hours of overtime have been worked or how much extra service of one character or another has been performed in order to bring the earnings up to the figures shown. Upon a brief examination of the statement one discovers that a number of work train crews were included in the statement, which was responsible to a very great extent for the high averages.

For these general reasons and after having carefully considered all the evidence and arguments submitted, the rules and rates of pay embodied in schedules "A," "B," and "C," attached hereto, are confidently recommended to the parties to the dispute as a fair and proper basis of settlement. Schedule "A" includes the rules and rates of pay for conductors, baggagemen and brakemen on the Prairie Divisions; Schedule "B" includes the rules and rates of pay for conductors, baggagemen and brakemen for the Pacific Division, and Schedule "C" includes the rules and rates of pay for yardmen on all lines from Fort William to the coast.

Although conscious of having compromised the just and equitable rights of the employees in many respects, yet for the sake of unanimity and with the hope of ultimately arriving at a complete unanimous report, I have agreed with my learned colleagues on the Board upon all the matters contained in articles numbered "6" to "31" inclusive of Schedule "A," and likewise in all the matters contained in articles numbered "6" to "29" inclusive of Schedule "B," and likewise in all the matters contained in articles numbered "3" to "20" inclusive in Schedule "C."

The principal changes sought by the employees in rules and rates contained in articles "1" to "5" inclusive, in Schedules "A" and "B" and in articles "1" and "2" in Schedule "C" constitute the chief points of divergence in the opinions of the Board. These are a reduction in the monthly mileage for passenger crews from 5,600 to 5,000; the payment for all switching, overtime and detention in excess of the guaranteed monthly wages without regard to the time actually engaged in work or the nature of the regular service; allowance to baggagemen for the handling of Government mail; the payment for all time train crews are on duty before the departure of their train from the initial terminal and all time detained after arrival at the objective terminal; and for the adoption of the standard minimum day in all freight service and in all unassigned passenger and mixed train service, regardless of the actual number of miles to be run.

The chief points of difference in Schedule "C" are contained in the request for an increase for all yardmen of two cents per hour and for yard foreman's pay for men engaged as pilots or engine herders.

On the Canadian Northern Railway and on the Grand Trunk Pacific Railway, the monthly mileage for passenger crews is 5,000 miles. On the latter line the monthly rates of wages for the 5,000 miles are a trifle lower, but the conductors are relieved of a great deal of work and responsibility in the matter of handling tickets by the employment of a ticket collector on the trains. On the eastern lines of the Canadian Pacific Railway the mileage required for the monthly wage is only 4,650 miles. There does not therefore seem to be any logical reason for not conceding to the western lines' employees the request for a 5,000 mile month in passenger service.

In the matter of allowance for all switching, overtime and detention, regardless of actual mileage run or hours worked, the practice is in vogue on the Canadian Northern Railway, and the principle is very largely conceded on the eastern lines of the Canadian Pacific Railway. Switching at intermediate points on the Prairie Divisions and also at terminal points on the Pacific Division has heretofore been paid on western lines. The service itself is generally and quite properly looked upon, so far as terminals are concerned, as a class of work which belongs to yard crews, and ought not to be required of road crews who work on a mileage basis. Overtime and detention allowances are now paid crews in passenger and mixed train service in excess of monthly rates on mileage basis, and inasmuch as men in freight service work on a mileage basis, and their work and responsibility during recent years having largely increased by reason of the greater number of cars hauled and the loading down of the motive power to its utmost capacity preventing a high speed basis, the company should no longer deny this payment to the men in addition to their mileage run and actual time in daily service.

In regard to the handling of Government mail by train baggagemen, the employees showed that while in some cases mail had been handled in baggage cars for many years past, yet on the other hand since the adoption of the parcel post system, together with the constantly increasing quantity of first class mail matter, it has recently become very onerous and men are liable to punishment in case of their failure to properly account for or handle sacks of mail. Moreover, mail cars are now in many cases not capable of handling all the mail matter on trains where formerly the baggagemen had nothing to do with it, and it is now stored in baggage cars and the baggagemen are required to deliver it and to handle it for the purpose of properly checking and receipting for it, adding considerably to their former labours and responsibilities. The demand for a monthly allowance of ten dollars is therefore quite modest in view of the requirements.

The payment for initial and objective terminal delay heretofore touched upon in this report is paid very generally on other Canadian lines and throughout the United States. All wages daily or monthly are fixed upon an average mileage basis, and when men have handled their trains over the prescribed mileage for the stipulated rate of pay, the company surely has no right to expect the men to render service outside of these limits without paying them therefor. At the present time freight crews must be on duty forty-five minutes before the departure of their train and passenger crews thirty minutes. This is purely requiring men to be on duty without in any way compensating them. If a freight train crew, by its diligence and activity, is able to get a train over the road the distance required in a shorter period of time than that fixed by the

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speed basis, they should not then be penalized by being kept out of the objective terminal for several hours protecting their train, when without inconvenience proper trackage could be kept available to permit them to enter the yard without delay, or a yard crew should not be permitted to block the entrance to the yard as to bring about the same condition. If the company prefers that this should be done, the men in the train crews, who are thus detained from their rest and relief from duty, should be paid.

As for the adoption of the employees' proposed standard minimum day, in what is known as short run and turn around service, the practice is in vogue on the Canadian Northern Railway, the eastern lines of the Canadian Pacific Railway and upwards of eighty railroads in the United States, and should not longer be denied the employees on the company's western lines. Men who give up their time and labour exclusively for the use of a railway company should receive a substantial daily wage, regardless of whether the company is able to use them only two or three hours a day or for the whole day. Nor should the company be permitted to work men a few hours one day and an excessive number of hours on another day and average them up. If in isolated cases short runs in tri-weekly service occur, there is no reason why satisfactory arrangements could not be made with the men, notwithstanding a general rule. The men have shown a disposition in all such cases to be reasonable and fair.

As for the important change in Schedule "C," contemplating an increase of two cents per hour for men in yard service, this means about five per cent. for men who, during the past seven years, and who are performing the most hazardous class of railroad service, have received but a small increase. The rates proposed are similar to those in effect on the Canadian Northern Railway, and are practically the same as those on the eastern lines of the Canadian Pacific Railway, where, in 1910, and since that time, these employees have been increased from eight to ten cents per hour. There is no vestige of justification for declining this small increase. During the closing hours of the sittings of the Board it was suggested by the company that if this increase should be conceded yards should be classified into first and second class yards. I am strongly of the opinion that nothing of this sort could competently be undertaken by the Board in the absence of hearing the employees fully on the subject, and their committees were at this time dismissed. Moreover, the company, since 1903, has recognized the principle that yards should not be classified so far as fixing the rates of pay for men in yard service on its western lines is concerned.

The contention was made by the company that comparison with other lines was one of the main factors in prompting the men to seek the proposed changes in rules and rates of pay, and that in doing so they have followed those of the Canadian Northern Railway, but an examination of the evidence before the Board shows that there are many conditions on the Canadian Northern Railway more favourable to the employees than those of the Canadian Pacific Railway which are not being contended for at this time, of which the following will serve as illustrations:

	C.N.R. RATE	C.P.R. RATE.
Baggagemen per month	\$99.00	\$97.59
Brakemen, per month	89.00	88.77
Mixed conductor per 100 mi.	4.80	4.60
Mixed Brakemen per 100 mi.	3.27	3.13
Way frt. conductors per 100 mi.	4.80	4.60
Way frt. brakemen	3.27	3.13
Run around at terminals	100 miles	50 miles
Trainmen acting as pilots	4.80 pr. dy.	4.18 pr. dy.

It might also be said further in support of Canadian Northern rates and conditions being fair comparisons, that recently the Canadian Government has guaranteed some forty-five millions of dollars of bonds for the Canadian Northern Railway, and during all the discussion in the House of Commons on that subject not one word was spoken charging that management with excessive rates of pay to its employees, thereby tacitly acknowledging them to be quite reasonable. Surely a company like the Canadian Pacific Railway, who has received from the people of Canada the most munificent and bountiful consideration of any railway company on the continent, should not now be heard in denying to its employees their right to demand and receive as much for their time and labour, or even more than those of any other road on the continent.

All of which is respectfully submitted.

(Sgd.) D. CAMPBELL,
Representing the Employees.

Schedule "A."

CANADIAN PACIFIC RAILWAY COMPANY.

Manitoba, Saskatchewan and Alberta Divisions

Schedule of Rates and Rules for Conductors, Baggage-men, Brakemen and Flagmen.

In effect April 1st, 1914.

ARTICLE 1.

Rates of pay.

Rates of pay on all passenger trains. For monthly mileage of 5,000 miles of less; exclusive of overtime:—

Conductors.....	\$165.00	per	month
Baggage-men.....	97.57	per	month
Brakemen and flagmen.....	88.77	per	month

All mileage in excess of 5,000 miles per month will be paid *pro rata*.

Passenger trainmen on short turn-around runs, including suburban and branch line service, no single trip of which exceeds 80 miles, shall be paid not less than 15 miles per hour for all time occupied, exclusive of switching, detention or overtime earned, computed from the time the train leaves the initial terminal on first trip until arrival at terminal on last trip.

For through freight, work (construction), helper (pusher) service:—

East of Laggan and Crow's Nest:—

Conductors.....	\$4.18	per	100 miles
Brakemen.....	2.84½	"	

West of Crow's Nest:—

Conductors and brakemen will be paid a differential of eleven cents per 100 miles in addition to the above through freight rates, making the rate for

Conductors.....	\$4.29	per	100 miles
Brakemen.....	2.95½	"	

For mixed and way freight service:—

East of Laggan and Crow's Nest:—

Conductors will be paid a differential of forty-two cents per 100 miles, and baggage-men and brakemen a differential of twenty-eight and one-half cents per 100 miles in addition to through freight rates, making rate for

Conductors.....	\$4.60	per	100 miles
Baggage-men and Brakemen.....	3.13	"	

(This differential is based on ten per cent. in excess of the through freight rate).

West of Crow's Nest:—

Conductors will be paid a differential of forty-three cents per 100 miles, and baggage-men and brakemen a differential of twenty-nine and one-half cents per 100 miles in addition to through freight rates, making rate for

Conductors.....	\$4.72	per	100 miles
Baggage-men and brakemen.....	3.25	"	

(This differential is based on ten per cent. in excess of the through freight rate.)

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West of Laggan:—

Through freight train crews employed west of Laggan will be paid the following rates:—

Conductors.....	\$5.34 per 100 miles
Brakemen.....	4.01 "

On way freight trains conductors will receive a differential of forty-three cents per 100 miles, and brakemen a differential of thirty cents per 100 miles in addition to the above rates, making the rate for

Conductors.....	\$5.77 per 100 miles
Brakemen.....	4.31 "

(This differential is based on ten per cent. in excess of the basing through freight rate for the British Columbia Division.)

Overtime on the Laggan Sub-Division will be computed separately on the two portions of the line east and west of Laggan. On westbound trains the overtime will be computed at 11 miles per hour at Prairie rates from the time train leaves Calgary until arrival at Laggan, and 10 miles an hour at Mountain rates from the time of arrival at Laggan until arrival at Field. On eastbound trains the overtime will be computed at 10 miles per hour at Mountain rates from the time train leaves Field until arrival at Laggan, and at 11 miles per hour at Prairie rates from the time of arrival at Laggan until arrival at Calgary.

In the case of passenger crews, the overtime will be computed on the continuous trip on the basis of 15 miles per hour; if earned west of Laggan Mountain rates to apply, and if earned east of Laggan Prairie rates to apply.

Hill crews will be guaranteed 260 hours per month, ten consecutive hours to constitute a day's work. Overtime after ten hours, *pro rata*.

For Work Trains:—

Conductors.....	\$129.47 per month
Brakemen.....	101.64 "

(b) No reduction in crews or increases in mileage will be made for the purpose of off-setting the increases of wages given passenger trainmen under this schedule.

(c) Regular passenger trainmen running extra passenger trains or making extra mileage on assigned runs other than their regular trains will be paid at through freight rates. All other service schedule rates.

Note.—Delayed regular passenger trains will not be considered extra trains.

(d) Regular passenger crews handling freight or boarding cars between local points will be paid through freight rates between points where cars are handled.

(e) Crews assigned to runs a portion of which is passenger and the balance mixed or freight, or both, will be paid mileage rate for each class of train, but not less than the minimum passenger train rates, exclusive of overtime, detention and switching.

(f) Freight or mixed trainmen running passenger trains will be paid at through freight rates unless relieving passenger trainmen who are temporarily off their assigned trips of their assigned runs, or who are on leave of absence, in which event they will be paid at schedule rates of the corresponding men relieved.

(g) Passenger trainmen who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under this schedule.

(h) One hundred miles or less, nine consecutive hours or less, shall constitute a day's work in all assigned mixed train service. Overtime *pro rata*. Crews assigned to mixed train service will be guaranteed not less than 2,800 miles per month at mixed train rates, exclusive of switching, overtime or detention.

(i) Through freight rates on basis of eleven miles per hour will be paid for all time occupied in making up and setting away trains or switching at the terminal or at interchange or junction points of the sub-division on which the train is run (not less than three of the crew being used) and for work performed in or between yards at a terminal, and for all time at turn around points when trains are turned at intermediate points on such sub-division.

Note.—Any time paid for as switching will be deducted in computing detention or overtime.

(j) When a train is delayed one hour or more loading or unloading stock at any point they will be paid 11 miles per hour at through freight rates for all time so occupied. This time will not be included when computing overtime.

(k) Light running (engine and van) also snow plow and flanger trains will be paid for at through rates and under through freight conditions.

(l) Trainmen acting as pilots, or trainmen acting as conductors on engines running light, will receive conductor's pay at through freight rates and under through freight conditions.

(m) Track mileage will be paid for at schedule rates for extra mileage made for plowing or flanging side tracks.

(n) Trainmen doubling will be paid a minimum of ten miles for each double or actual mileage when this minimum is exceeded.

(o) Trainmen will not be required to coal engines where regular coalmen or sectionmen are available, nor will it be considered as a trainman's duty to shovel down coal on engines en route.

Trainmen actually engaged in coaling engines will be paid at the rate of 41 cents per hour for the time so occupied, and this time will not be deducted in computing overtime.

(p) Trainmen held off duty on the company's business or by order of the company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the company to attend coroner's inquests, court cases or other public investigations, they will be compensated as above. In such cases the witness fees to go to the company.

(q) Trainmen deadheading or travelling passenger will be paid at the same rates for the same mileage and overtime as the corresponding men running the train on which they travel, but in no case will men deadheading be paid less than the short run mileage. The first crew out will deadhead and will stand first out of these crews at the other terminal.

(r) Trainmen when deadheading to a point to take a preference run or promotion to which they are entitled by change of time table or permanent vacancy, or when returning from same on account of being displaced by a reduction of crews, will not be entitled to compensation for same.

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(s) Crews or men moved from one point to another by order of the company's officers will be considered as deadheading at the instance of the company, and will be entitled to compensation as per clause "q" of this article.

(t) Trainmen will be advised at once in writing, through the proper officer, with the reason, if mileage or time claimed is not allowed in full. In case time is disputed the mileage or time not in dispute will be paid in current month. Time check will be issued at once upon request for any shortage adjusted.

(u) Train baggagemen who receive help to load or unload, handle for the purpose of checking, transfer or deliver between or at terminals, an average of eight or more sacks of any class of mail matter on each run or trip shall receive ten dollars per month in addition to the other remuneration specified in this article. When a baggageman works only part of a month he will receive his due proportion of this amount.

(v) Trainmen required to turn engines on turn tables will be paid for all time occupied irrespective of any other compensation earned on the trip. They will not be required to turn engines on turn tables at terminals where shop staffs are employed.

(w) Trainmen employed in freight crews regularly set up will be paid for not less than 2,600 miles at through freight rates, exclusive of switching, overtime and detention in any one month. When it is necessary to reduce the number of crews setup, it will be done in the order of seniority, commencing with the junior man. Crews running only a part of a month will be credited with such mileage at the rate of one hundred miles for each day regularly set up, exclusive of switching, overtime and detention. This rule will not be construed to mean that 2,600 miles is a maximum mileage that trainmen will be permitted to make.

ARTICLE 2.

Way Freight Service.

(a) Through freight trainmen required to load or unload way freight will be paid overtime at way freight rates for the time so occupied, but not in excess of way freight rates for the full trip, such time to be deducted in computing overtime. Way freight rates will be paid over full trip if way freight is loaded or unloaded at three or more points. Way freight rates will be paid over full trip if switching is done at three or more intermediate points, other than picking up and setting out cars belonging to their own train.

(The following will apply to the Cranbrook Sub-Division only.)

Through freight crews making more than five stops to take on or set out a car or cars, or that make more than ten switches en route, or a combination of such service, will be paid way freight rates for the trip.

(b) Way freight crews arriving too late to take their regular assigned run will be entitled to work on through freight to enable them to catch their regular run at the other terminal, and they may run around other crews to do so, and this will not constitute a run around under article 13.

(c) The handling of water cars for other than train purposes will be by way freight trains. If by through freight trains, way freight rates will be paid, provided water is distributed at three or more stations.

(d) Train crews will not be compelled to handle way freight on night trains or on Sunday. They will not be required to put such freight in warehouses except in case of stress of weather or when the way freight is perishable. Way freight trains will leave terminal points between the hours of three o'clock and ten o'clock, and will not be considered night trains. Such trains will work way freight through to the destination of their run, irrespective of the hour reaching such destination. Trains leaving terminals at hours other than between three o'clock and ten o'clock will be considered night trains after sunset, and trainmen may set out local way cars.

(e) If the work on any way freight or switching run is unduly heavy it will be lightened by using a smaller engine or by employing additional brakemen.

In no case will an engine of larger percentage than 155 per cent. be regularly assigned to way freight runs.

(f) Way freight trains will not be double headed, except in cases of storms, and in such case the tonnage will not exceed the rating of the largest engine attached.

ARTICLE 3.

Work Train Service.

(a) Trainmen assigned to work train service and held in that service will be paid on the basis of 11 miles per hour computed from the hour that the crew is ordered for until laid up, and will be paid equivalent to not less than nine consecutive hours at work train rates for every working day so held, not including overtime work lapping over from previous day.

It is agreed that crews assigned to work train service will not be transferred to other service for the purpose of avoiding payment of the guarantee provided in this rule, in case of a temporary stoppage of the work train work for less than three days.

(b) When mileage to or from work is forty miles or more, it will be paid for at through freight rates and under through freight conditions, and this will not be included in time or mileage paid for at work train rates. When the mileage of a work train, including running and working, exceeds 11 miles per hour, computed from the time crew is ordered to start work until relieved from duty on any day, actual miles run will be allowed.

Work trains under the meaning of this clause are trains assigned to construction, maintenance and betterment work.

(c) Trainmen on wrecking trains will be allowed actual mileage and overtime at through freight rates to and from working limits, and work train rates while at work, with a minimum of one day's pay at work train rates for the combined service.

(d) Trainmen will not be paid for performing work train service en route, unless time occupied aggregates one hour, in which case they will be paid work train rates for the whole time so occupied, such time not to be included in computing overtime.

(e) Trainmen assigned to work train service will not be considered absent from duty from the time work is through on Saturday night until usual starting hour Monday morning, unless notified in writing before they are laid up on Saturday night that they will be required. Trainmen will be allowed to go home for Sundays if train service will permit and it will not interfere with the work service, and they will be furnished transportation if requested a reasonable time before departure of train. If arrangements as per this clause are not made permitting the trainmen to go home for Sundays and they are not used they will be paid for five hours at work train rates.

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(f) Unless senior conductors desire otherwise, junior conductors will, if they are competent, be assigned to work and construction trains. This to apply to all conductors and to all mixed and freight brakemen. All assignments in this service will be governed by the provisions of clauses "c" and "d" of article 7.

ARTICLE 4.

Overtime.

(a) When a passenger train averages less than 15 miles per hour and any other train less than 11 miles per hour, overtime will be allowed at schedule rates on a basis of 15 and 11 miles per hour respectively for the time so occupied, computed from the time train actually leaves initial terminal until arrival at objective terminal. In computing overtime all mileage paid for will be included in the mileage, and unless otherwise provided for herein the time will not include the time otherwise paid for.

(b) Trainmen called for duty and the call is afterwards cancelled will be paid schedule miles per hour with a minimum of three hours, and will stand first out, otherwise they will be paid initial terminal detention as per last paragraph of this clause, computed from the time first call would require them to come on duty.

Trainmen shall be paid at schedule rates for all time required to be on duty at initial terminal, computed from the time they report for duty until they actually leave the terminal, this time to be paid for irrespective of mileage for trip.

(c) Trainmen held at terminal points for train service after arrival of train has been registered shall be paid for such time at overtime rates.

(d) When crews are delayed on arrival at objective terminal, time computed from the time first stopped at or approaching the terminal on account of conditions obtaining at the terminal preventing the men from being promptly relieved from their trains, until able to proceed and be released from duty without delay, will be paid for the aggregate time so delayed at their overtime rates as per class of train. This time will not be included when computing road overtime.

(e) Trainmen delayed between their terminals by cancellation of train or other causes will be paid mileage and overtime to the point of delay, and thereafter one hundred miles for each consecutive 24 hours, on the basis of hour for hour for the first ten hours and so on at the end of each 24 hours, then mileage and overtime to the terminal. This to apply to passenger trains on the basis of 15 miles per hour. It is understood that unless crews are relieved from duty the ten hour limit does not apply and crews will be paid continuous time while at point of delay. Delays of less than two hours in the aggregate will not come under this clause, but it will apply to all delays of two hours or more in the aggregate. Crews held for connection, the taking of engines for other service or engine failure, or any delay through being held between terminals, except meeting and passing trains or any work in connection with their train is covered by this clause, and the provisions of this clause will apply even though crew arrives at destination within overtime limit. Separate trip tickets will be put in for each service.

ARTICLE 5.

Short Runs.

(a) In all freight service, and in all unassigned passenger and mixed train pusher and helper service, 100 miles or less, or nine hours or less, will constitute a day's work, exclusive of switching, overtime or detention earned. Trains turned at intermediate points will be schedule mileage and overtime to intermediate point and all time at such point, then mileage and overtime to original starting point, but will not be paid for less than one day's pay for such service exclusive of switching, overtime and detention.

(b) A trip will automatically end on arrival at a terminal. The meaning of terminal is understood to be the regular points between which crews regularly run; for instance, the terminal from which a branch line projects will be the terminal for the branch but not necessarily for the sub-division from which the branch line projects.

ARTICLE 6.

Double Heading and Helping.

(a) It is not the intention of the company to adopt generally the plan of double heading freight trains, which has prevailed on some other roads and no materially greater proportion of double heading trains in any district will be run than in the past.

(b) The practice of double heading freight trains of over 1,375 actual tons, exclusive of caboose, will be discontinued.

(c) Helping engines may be used to assist trains between the following points:—

Westbound:—

Fort William to Raith.
 Kenora to Horner.
 Austin to Sydney.
 Brandon to Kenmay.
 Neepawa to Minnedosa.
 Minnedosa to West Summit.
 Solsgirth to Birtle.
 Binscarth to Harrowby.
 Rapeard to Oxbow.
 Morden to Darlingford.
 La Rivière to Woodbay.
 Indian Head to McLean.
 Medicine Hat to Bowell.
 Wardner to Cranbrook.
 Cranbrook to Loco.
 Laggan to Stephen.

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Eastbound:—

Broadview to Percival.
 Rennie to Kenora.
 Kenora to Jack-Pine.
 Birtle to Solsgirth.
 Minnedosa to East Summit.
 Rapid City to Vercoe.
 La Rivière to Six Mile Spur.
 Millwood to Binsearth.
 Moose Jaw to Pasqua.
 Regina to McLean.
 Suffield to Bowell.
 Medicine Hat to Dunmore.
 Wynndel to Goatfell.
 Michel to Crow's Nest.
 Field to Laggan.

And all other places where helper engines may now or hereafter be established to take over any single grade the actual tonnage which any single engine handling the train may bring to the foot of that grade. (By the foot of the grade is meant a convenient station near the foot of the grade, at which the helper engine may be taken care of.)

(d) Double headers may be run in cases of storms, accidents, to avoid running engine light, moving engines to and from shops or from one division to another, to expedite stock or perishable freight, but in all such cases the tonnage will not exceed the rating of the largest engine attached, unless as hereinbefore specified. In case of an accident to an engine, consolidation may be effected with another train, and the consolidated train brought into terminal as a double header.

(e) *Note.*—Nothing in the above rules in regard to limiting tonnage or length of train to be handled by double headers or otherwise shall be construed so as in any way to limit or establish a precedent as to the proper or safe length of the train to be handled by one engine.

(f) If it is found at any time that the above arrangement is not satisfactory, a meeting will be held on one month's notice to discuss and revise the same, without it involving a revision of the schedule.

ARTICLE 7.

Promotion.

(a) Promotion on each promotion district will be made according to seniority of men on that District, and will be governed by merit, fitness and ability. Any man who is not promoted by the company when his turn comes will be promptly advised in writing by the superintendent the reasons therefor.

(b) Brakemen will have no seniority standing for the first six months' service, after which they will rank as brakemen from the date they entered the company's service as such.

(c) Senior brakemen will be required to pass their examination for conductor in turn; brakemen refusing their promotion to conductor or failing to qualify for same within thirty days of the date set for their examination will thereafter rank junior as conductor to men promoted in their stead. Trainmen will be advised by the company immediately the result of their examination.

The promotion of freight brakemen will be from through freight to way freight, from way freight to mixed or permanent freight promotion districts. In the event of a brakemen refusing to accept any particular run that his seniority entitles him to, he will lose his rights to that run until it again becomes vacant or until change of time table, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction in staff the junior men will be reduced.

Trainmen promoted shall rate as conductors from the date they are actually placed in charge of a train, provided always that the senior qualified man gets his turn to qualify. If a junior man has to be used in an emergency, the trainmaster shall take immediate steps to get the senior man in and place him on the train and the emergency trip shall not count as date of rating for the junior man.

(d) The promotion of conductors will be from through freight to way freight, from way freight to mixed, and from mixed to passenger train service. In the event of a conductor refusing to accept any particular run to which he is entitled, he will lose his rights to the run until it again becomes vacant, or on change of time table, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction of crews, the junior men will be reduced.

(e) The promotion of passenger brakemen will be to train baggagemen, or to any run in passenger service as brakemen or baggagemen to which their seniority as brakeman entitles them. In the event of a brakeman refusing to accept any particular run to which he is entitled he will lose his rights to the run until it again becomes vacant, or on change of time table, but will otherwise retain his seniority standing. This will not apply to men who are ill or on leave of absence. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior man applying therefor. Freight brakemen will not be eligible for position in passenger service, except that when there is a vacancy and no passenger brakeman to fill same preference will be given the senior suitable freight brakeman applying for it, and if no suitable freight brakeman applies, to the senior suitable yardman applying therefor.

(f) In the event of the transfer of lines from one promotion district to another, the trainmen on such lines will have the choice of being transferred or not according to their seniority. The trainmen transferred will rank with those on the promotion district to which they are transferred according to the date from which they ranked as conductors, baggagemen and brakemen respectively, but no men will be reduced in rank unless the number of crews employed on that district is reduced.

(g) Promotion to runs extending over more than one promotion district will be divided between the men on such districts as nearly as possible on a mileage basis.

(h) Superintendents will prepare seniority lists of conductors and trainmen covering each promotion district and post at the headquarters on the first of January, first of May, and first of September of each year. Any employee

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who considers that his standing is not correctly shown on this list must enter a protest in writing between the dates of issue, or no action will be taken in regard to any claims he may make. Any man who is away on leave of absence or who is ill will not be affected by this clause. These lists will be kept posted in passenger and freight registering offices at terminals.

(i) Men who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this rule.

(j) Preference in manning new lines or extensions of the General Division (as defined in special agreement of December 4, 1909) will be given to the trainmen on the existing lines of that division, according to seniority, providing they are competent.

(k) Hereafter conductors transferred to new lines or extensions of the General Division, as per clause "j" of this article, will be given a rating and be placed on the seniority list of conductors on the promotion district to which the new line or extension becomes a part, as the junior conductor regularly entitled to by seniority a run in the class of service to which he is transferred at the time of his transfer.

When brakemen transfer as per this article they shall take the seniority they held on the promotion district from which they transferred, and will be placed on the seniority list accordingly. If a man who is a brakeman at the time of vacancy has a rating of conductor on his original promotion district he may apply, but the only time which shall be counted in both applying for the position, also for place on the seniority list on the district to which he is transferred, shall be the actual time he rated as brakeman previous to promotion.

(l) Vacancies to be filled under clause "j" will be bulletined at all terminal points of General Division, as defined in the permanent promotion district agreement. Applications must be made within thirty days of bulletin. After such line is once crewed no further applicants will be considered.

ARTICLE 8.

Leave of Absence.

(a) Passenger conductors on leave of absence for less than thirty days will be relieved by the senior suitable freight conductor desiring it. Way freight conductors will not be used for relieving other conductors for a period less than seven days.

(b) Passenger conductors on leave of absence for thirty days or longer will be relieved by the senior suitable mixed conductor desiring it, and the mixed conductor will be relieved by the senior suitable freight conductor desiring it. Senior spare conductors will relieve freight conductors. All on the same promotion district.

Note.—It is understood that if a senior conductor desiring a run as above is not available at the time the relief is required he will have the right to take the run as soon as he is available. When a conductor lays off a run on which two or more crews are employed, some of them having the Sunday layover at the home terminal, the relieving man will take the place of the junior man on the run in the matter of having the lay-over at home.

ARTICLE 9.

Rest at Terminals and on Line.

(a) Trainmen who have been on duty twelve hours or more will have the right to book rest at any point. The men to be judges of their own condition. Eight hours' rest to be considered sufficient except in extreme cases.

(b) Trainmen will not be required to leave terminals until they have had at least eight hours' rest, if desired, but such rest must be booked on arrival, and in no case if rest is booked at a terminal shall it be for a less period than five hours.

ARTICLE 10.

No trainmen shall be disciplined or dismissed until his case has been investigated and he has been proven guilty of the offence charged against him and decision rendered. He, however, may be held off for such investigation for a period not exceeding three days, and when so held off he will be notified in writing that he is being held off for that purpose and advised of the charges against him. He may, if he desires, enjoy the privilege of the assistance of a fellow employee in stating his case at the investigation and will be given a copy of statement made by him at the investigation. All material and necessary witnesses must be notified in writing to appear. If they appear their evidence shall be taken in the presence of the accused. If they do not appear the accused shall be furnished with a copy of their written statements and their names. If accused is not satisfied with the decision he will be given an opportunity of reviewing the evidence and appeal through his representatives to the higher officials. Should the charge not be proven the trainman will be reinstated at once and paid for all time lost at schedule rates.

When a trainman is discharged or resigns he will, within five days, be paid and given a certificate, stating the term of service and in what capacity he was employed.

ARTICLE 11.

(a) Trainmen will not be run on any other than their own sub-division except in case of shortage of men on that sub-division.

Note.—This article refers to shortage of crews on the sub-division and not at terminal or sub-divisional points on the sub-division.

ARTICLE 12.

(a) Freight trainmen living within one and one-half miles of yard office, and passenger trainmen living within one and one-half miles of passenger station, will be called as nearly as possible in time to be on duty forty-five and thirty minutes respectively before leaving time of train, but such call shall not exceed two and a half hours previous to the time train is ordered to leave. Caller will be furnished with a book in which the time will be registered and in which

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trainmen will sign their names. This rule will not apply to schedule passenger and mixed trainmen assigned to regular runs leaving between 7.30 and 22.30, but in cases where such trains are more than one hour late they will be advised of probable time of departure.

(b) When the location of a yard office or a passenger station at any terminal is changed, anyone residing within the one and one-half mile limit at the time of the change will still be considered as within the calling limit. (This not to affect the present conditions existing at Moose Jaw and Calgary.)

ARTICLE 13.

Unassigned crews in freight service will be run first in first out of terminals. When run around, if ready for duty, they will be paid fifty miles for each run around and stand first out. Provided that a crew shall not be paid for run around if detained a few hours for repairs to a caboose.

Note.—When an unassigned crew has come on duty in turn and they have got their engine and commenced to work, they will remain with train called for, even though another crew comes on duty later and gets out of terminal first. The first crew called will not be entitled to pay as per this article.

ARTICLE 14.

When freight crews are called out for any service the full crew will be used, but may be split when required to run sections of passenger trains.

ARTICLE 15.

(a) All passenger and mixed trains will have at least one train baggagemen and one brakeman. All passenger trains of eight or more cars will have two brakemen and one baggageman if there is a local baggage car on the train; one or two box-baggage or refrigerator cars to count as one car, and three or four as two cars.

(b) When mixed trains are manned with conductor and two men, the brakeman will be taken from the freight service, one of whom may act as baggageman, and when trains are manned with conductor and three men the baggageman will be taken from the passenger service.

Where more than one distributing baggage car is placed on passenger trains, sufficient baggagemen will be put on so that the work may be properly handled.

ARTICLE 16.

One brakeman on all trains must be competent and have had at least six months' experience as such and one of the brakemen must be acquainted with the road. A conductor will not be required to take out a brakeman who is found to be incompetent more than one round trip, unless his incompetency is disproved.

ARTICLE 17.

Trainmen will not be compelled to ride in plows or flangers, but will be supplied with a van or other suitable car properly equipped.

ARTICLE 18.

(a) Crews will not be compelled to abandon their vans between terminals for the purpose of travelling passenger, nor when being moved from one to next sub-division terminal for freight service, nor when handling trains composed of colonist or immigrant cars.

(b) Crews regularly set up in freight service will be supplied with a regular caboose or other suitable car properly equipped. When freight crews are sent out on passenger trains without their regular caboose they will, unless otherwise employed in road or yard service, be returned to the original terminal deadhead on the first available train after their arrival at the distant terminal, or their caboose will be delivered at distant terminal within fifteen hours of the time of departure from the original terminal. Article 14 will not apply under those conditions to the crew or crews run around at the distant terminal.

(c) Caboosees will not be taken away from crews when they book rest unless the congested state of traffic absolutely demands it and all other available cabooses at that point are in service, and if this rule is violated the men will not be used in any service, but will be paid the same compensation as earned by the crew using the caboose.

ARTICLE 19.

(a) Trainmen assigned to regular runs will not be required to stop in vans at terminal points, and unless they are advised that they will be required before their regular runs will not be considered absent from duty if so required and not on hand. Where assigned crews are willing to perform extra service during their lay-over hours they will not be used in such service, if unassigned crews are available to the detriment of the unassigned crews.

(b) Except in case of wrecks, washouts, storms, slides, or similar emergency, preventing crews being returned to their home terminal, unassigned crews laid up at other than their home terminal will, after eighteen hours, exclusive of Sunday, be paid ten miles per hour for the first ten hours in each subsequent 24 hours thereafter, unless otherwise employed. Time to be computed from the time crews go off duty until one hour before the departure of the train on which they resume duty. When men book rest of their own accord the time so booked will not be included.

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ARTICLE 20.

Freight cars handling five or more heated cars, seven or more coaches, or three and five combined, will have a man in charge of same. Where less than the number of heated cars or coaches as specified above are on a train, the heated cars will be marshalled together as far as practicable. This to apply between the months of November and March inclusive.

ARTICLE 21.

Trainmen will not be compelled to handle cars in train the draft gear of which is defective and required to be chained further than to take care of perishable freight or live stock that may become disabled en route to the first terminal. Under no circumstances will trainmen be compelled to handle freight cars behind van, other than official cars or flangers.

ARTICLE 22.

Crews assigned to regular runs will not be compelled to do other work than that to which they are regularly assigned except in cases of wrecks when no other crews are available, and except as provided in clause governing short mileage, mixed train runs, and except as provided in clause governing short mileage mixed train runs.

ARTICLE 23.

(a) Trainmen will not be required to sweep or clean coaches, but where train porters are not employed they will remove rubbish from coaches while en route, so as to keep them in a tidy condition.

(b) Trainmen will not be required to couple or uncouple hose bags at terminals where carmen are employed and within the hours of service of such carmen.

ARTICLE 24.

At points where company's ice houses are located trainmen will be allowed ice for cabooses.

ARTICLE 25.

Home terminals for unassigned freight crews are to be agreed upon between the company and the representatives the conductors and trainmen, and, in case of disagreement, the same to be settled by arbitration.

ARTICLE 26.

Trainmen will not be required to place the following heavy stores on cabooses, namely jacks, chains, brasses, wedges and knuckles. Stores for passenger crews will be supplied at or near passenger depot. Conductor will leave requisitions for stores required at the registering office where he books the arrival of his train.

ARTICLE 27.

(a) Trainmen called out to fit up a caboose will be paid for time so occupied at through freight rates and will take their turn as per article 14 as soon as the caboose is ready for service.

(b) When crews are taken out of work service at a terminal, they will take their turn out behind all unassigned crews then in the terminal.

ARTICLE 28.

Rotary plows will not be handled on way freight trains, and these plows will, when handled behind the caboose, be properly equipped with automatic air in working order.

The car limit on trains handling rotary plows, as above, to be fifteen hours, exclusive of caboose.

ARTICLE 29.

The articles embodied in this schedule shall constitute an agreement between the Canadian Pacific Railway Company and its conductors, baggagemen and brakemen employed on the British Columbia Division, and will remain in force subject to thirty days' notice from either party.

Schedule "B."

CANADIAN PACIFIC RAILWAY COMPANY.

British Columbia Division.

Schedule of Rates and Rules for Conductors, Baggage-men, Brakemen and Flagmen.

In effect April 1, 1914.

ARTICLE 1.

(a) Rates of pay for all passenger trains:—

Conductors.....	\$165.00 per month
Baggage-men.....	97.57 per month
Brakemen.....	\$8.77 per month

Passenger train crews who handle freight cars (not express) will be paid way freight rates for mileage made.

For through freight and mixed trains:—

Conductors.....	\$4.29 per 100 miles
Baggage-men and Brakemen.....	2.97 per 100 miles

On Mountain Sub-Division conductors will receive a differential of \$1.05 per hundred miles, baggage-men and brakemen a differential of \$1.04 per hundred miles, in addition to above rates, making \$5.34 per hundred miles for conductors, \$4.01 per hundred miles for baggage-men and brakemen.

On Nakusp and Slocan Sub-Division and on all sub-divisions west of the Columbia River on district three, conductors will receive a differential of 90 cents per hundred miles, and baggage-men and brakemen, a differential of 76½ cents per hundred miles, in addition to the above rates, making \$5.19 per hundred miles for conductors and \$3.73½ per hundred miles for baggage-men and brakemen.

On way freight trains on all sub-divisions, conductors will receive a differential of 43 cents per hundred miles, baggage-men and brakemen a differential of 30 cents per hundred miles, in addition to through freight rates for the sub-division on which mileage is earned. (This differential is based on ten per cent. in excess of the basing through freight rate.)

On Westminster and Nicola Sub-Divisions, one hundred miles or less, ten consecutive hours or less, to constitute a day's work for assigned mixed train crews. Conductors to be paid not less than \$129.47 per month, brakemen not less than \$95.59 per month, exclusive of switching and overtime. Overtime to be paid *pro rata*.

On Okanagan Sub-Division assigned mixed train conductors will receive not less than \$129.47 per month, and brakemen and baggage-men not less than \$85.91 per month, exclusive of Sundays. One hundred miles or less, ten consecutive hours or less, will constitute a day. Overtime after one hundred miles or ten consecutive hours will be paid at eleven miles per hour at schedule rates.

The crews on the Nakusp and Slocan and Lardo Sub-Divisions will receive a minimum of \$129.47 for conductors, \$85.91 for baggage-men and brakemen for a calendar month, or the same *pro rata* for a portion thereof, each class of service to be paid for at the rate for such class of service.

Mixed train crews, including those on the Nakusp and Slocan and the Lardo Sub-Divisions, handling way freight, will be paid way freight rates for the time so occupied, but not in excess of way freight rates for the entire trip. If way freight is loaded or unloaded at three or more points they will be paid way freight rates for the full trip.

For work trains:—

Conductors.....	\$123.42 per month
Brakemen.....	95.59 per month

On the Mountain Sub-Division conductors and brakemen shall be paid a differential of \$6.05 per month in addition to the above rates, making \$129.47 per month for conductors and \$101.64 for brakemen.

For swing men:—

Swing men on the Mountain Sub-Division shall receive \$108.90 per month, and shall be paid overtime at the rate of \$4.01 cents per mile for work between Albert Canyon and Revelstoke, east of Beaver-mouth or while working up-hill.

For Granby smelter crew:—

(a) Men assigned between Grand Forks and Granby smelter shall be paid the following rates:—

Conductors.....	\$4.60
Brakemen.....	3.33½

Overtime after ten consecutive hours.

(b) No reduction in crews or increases in mileage will be made for the purpose of offsetting the increase given passenger trainmen under this schedule.

(c) The maximum mileage of passenger conductors, baggage-men and brakemen running on Districts 1 and 3 shall be 4,600 miles per month, and on District number 2 5,000 miles per month. Mileage in excess of this to be paid for *pro rata*. Crews will not be required to do any other work than their regular trips on their assigned runs in order to make up this mileage. Switching, detention or overtime earned on passenger trains not to be used in order to make up their mileage.

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(d) Passenger trainmen who work only a portion of a month on any assigned run will be paid their full proportion of the compensation provided for such run under this schedule.

(e) Crews on time card runs assigned to seven days a week, who are held for duty over twelve hours per day, will be allowed one day off each week without loss of monthly guarantee.

(f) Regular passenger trainmen running extra passenger trains or making extra mileage on assigned runs, other than their regular trips, will be paid at through freight rates. All other service schedule rates.

Note.—Delayed regular passenger trains will not be considered extra trains.

(g) Freight or mixed trainmen running passenger trains will be paid at through freight rates unless relieving passenger trainmen who are temporarily off their assigned trips of their assigned runs, or who are on leave of absence, in which event they will be paid at schedule rates of the corresponding men relieved.

(h) Assigned mixed train crews not otherwise specified will be paid a minimum of one day's pay at mixed train rates for each calendar day of the month. Time or mileage in each day must be continuous and exclusive of switching, overtime or detention.

(i) A train on which a snow plow or a flanger is working will be paid for at through freight rates and under through freight conditions. When plow or flanger is working on a way freight train, way freight rates will apply. Track mileage will be paid for at schedule rates for extra mileage made for plowing or flanging side tracks.

(j) All trainmen engaged in switching at terminals, turn around and junction points to be paid at through freight rates for actual time employed in addition to mileage.

(k) When a train is delayed one hour or more loading or unloading stock at any point, the crew will be paid 11 miles per hour or 10 miles per hour according to the sub-division on which the work is done at through freight rates for all time so occupied. This time will not be included in computing overtime.

(l) Trainmen acting as pilots or trainmen acting as conductors on engines running light will receive conductor's pay at through freight rates. One hundred or one hundred and ten miles or less, ten consecutive hours or less, will constitute a day's work. Overtime *pro rata*. Conductors assigned to this service will receive not less than the monthly guarantee for through freight conductors.

(m) Trainmen doubling will be paid a minimum of ten miles for each double or actual mileage when this minimum is exceeded.

(n) Trainmen will not be required to coal engines where regular coal men or section men are available, nor will it be considered a trainman's duty to shovel down coal on engines en route.

Trainmen actually engaged in coaling engines will be paid at the rate of 41 cents per hour for the time so occupied, and this time will not be deducted in computing overtime.

(o) Trainmen held off duty on company's business or by order of the company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the company to attend coroner's inquests, court cases, or other public investigations, they will be compensated as above. In such cases the witness fees to go to the company.

(p) Trainmen deadheading or travelling passenger will be paid at the same rates for the same mileage and overtime as the corresponding men running the train on which they travel, but in no case will men deadheading be paid less than the short run mileage. The first crew out will deadhead and will stand first out of these crews at the other terminal.

(q) Trainmen will be advised at once in writing, through the proper officer, with the reason, if mileage or time claimed is not allowed in full. In case time is disputed the mileage or time not in dispute will be paid in current month. Time check will be issued at once upon request for any shortage adjusted.

(r) Train baggagemen who receive, help to load or unload, handle for the purpose of checking, transfer or deliver between or at terminals an average of eight or more sacks of any class of mail matter on each run or trip shall receive \$10 per month in addition to the other remuneration specified in this article. When a baggageman works only a part of a month he will receive his due proportion of this amount.

ARTICLE 2.

Way Freight Service.

(a) Through freight trainmen required to load or unload way freight will be paid overtime at way freight rates for the time so occupied, but not in excess of way freight rates for the full trip, such time to be deducted in computing overtime. Way freight rates will be paid over full trip if way freight is loaded or unloaded at three or more points. Way freight rates will be paid over full trip if switching is done at three or more intermediate points, other than picking up and setting out cars belonging to their own train.

(b) Way freight crews arriving too late to take their regular assigned runs will be entitled to work on through freight to enable them to catch their regular runs at the other terminal, and they may run around other crews to do so, and this will not constitute a run around under article 13.

(c) Train crews will not be compelled to handle way freight on night trains or on Sundays. Way freight trains will leave terminal points between the hours of three o'clock and ten o'clock and will not be considered night trains. Such trains will work way freight through to destination of their run irrespective of the hour of reaching such destination. Trains leaving terminals at hours other than between three o'clock and ten o'clock will be considered night trains after sunset and trainmen may set out local way cars.

(d) If the work on any way freight or switching run is unduly heavy, it will be lightened by using a smaller engine or by employing additional brakemen.

ARTICLE 3.

Work Train Service.

(a) Calendar working days of a month to constitute one month. Ten consecutive hours or less to constitute a day, such hours not to run beyond midnight. Overtime to be paid at the same rate. Crews held for work train to get a day's pay for every working day, irrespective of any overtime which may be worked on other days. It is agreed that crews assigned to work train service will not be transferred to other service for the purpose of avoiding payment of the guarantee provided in this rule in case of a temporary stoppage of the work train work for less than three days.

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(b) When mileage to or from work is forty miles or more it will be paid for at through freight rates and under through freight conditions, and this time will not be included in time or mileage paid for at work train rates. When the mileage of a work train, including running and working, exceeds ten miles per hour or eleven miles per hour (according to the sub-division on which the work is done) computed from the time crew is ordered to start work until relieved from duty on any day, actual miles run will be allowed, to be paid for at work train rates.

(c) Work trains under the meaning of this article are trains assigned to construction, maintenance and betterment work along the line.

Unassigned crews called out to haul and unload O. C. S. material from Camp "16" and other similar places will be paid under the provisions of clause "d" of the work train rules. Such crews may be run through terminals.

(d) Trainmen on wrecking trains will be allowed actual mileage and overtime at through freight rates to and from working limits and work train rates while at work, with a minimum of one day's pay at work train rates for the combined service.

(e) Trainmen will not be paid for performing work train service en route, unless time occupied aggregates one hour, in which case they will be paid work train rates for the whole time so occupied, such time not to be included in computing overtime.

(f) Trainmen assigned to work train service will not be considered absent from duty from the time work is through on Saturday night until usual starting hour Monday morning, unless notified in writing before they are laid up on Saturday night that they will be required. Trainmen will be allowed to go home for Sundays if train service will permit and it will not interfere with the work service, and they will be furnished transportation if requested a reasonable time before departure of train. If arrangements as per this clause are not made permitting the trainmen to go home for Sundays and they are not used they will be paid for five hours at work train rates.

(g) Unless senior conductors or brakemen desire otherwise, junior conductors or brakemen will, if they are fully competent, be assigned to work and construction trains.

ARTICLE 4.

Overtime.

(a) Overtime will be allowed and paid for at schedule rates for the sub-division on which such overtime is incurred. This time to count from the time the train leaves the initial terminal until it arrives at the objective terminal.

(b) When crews are delayed on arrival at objective terminal, time computed from the time first stopped at or approaching the terminal on account of conditions obtaining at the terminal preventing the men from being promptly relieved from their trains, until able to proceed and be released without delay, will be paid for the aggregate so delayed at their overtime rates as per class of train. This time will not be included in computing road overtime.

(c) When a passenger train averages less than fifteen miles per hour and any other train less than ten or eleven miles per hour, according to the sub-division on which the mileage is earned, overtime will be allowed at schedule rates on a basis of fifteen, eleven and ten miles respectively for the time so occupied, computed from the time the train actually leaves the initial terminal until arrival at objective terminal. In computing overtime, all mileage paid for will be included in the mileage, and unless otherwise provided for herein the time will not include the time otherwise paid for.

(d) Trainmen detained between their terminals by cancellation of train or other causes will be paid mileage and overtime to the point of delay, and thereafter one hundred or one hundred and ten miles, as the case may be, for each consecutive twenty-four hours, on the basis of hour for hour for the first ten hours and so on at the end of each twenty-four hours, then mileage and overtime to the terminal. This to apply to passenger trains on the basis of 15 miles per hour. It is understood that unless crews are relieved from duty the ten hour limit does not apply and crews will be paid continuous time while at point of delay. Delays of less than two hours in the aggregate will not come under this clause, but it will apply to all delays of two hours or more in the aggregate. Crews held for connection, the taking of engines for other service, or engine failure, or any delay through being held between terminals, except delays meeting and passing trains or any work in connection with their train is covered by this clause, and applies even though crew arrives at destination within overtime limit. Separate trip tickets will be put in for each service.

Overtime Limit.

(e) Trains turned at intermediate points will be paid schedule mileage and overtime to intermediate point and all time while at such point, then mileage and overtime to original starting point, but will not be paid for less than one day's pay for such service, exclusive of switching, overtime and detention.

(f) Terminal of branch lines, such as Westminster, Huntington Jct., Okanagan Landing, Arrowhead, Castlegar Jct., Nicola, Smelter Jct., are not to be considered terminals for through runs between, say, Vancouver and North Bend, North Bend and Kamloops, Kamloops and Revelstoke, Revelstoke and Field, Nelson and Grand Forks.

(g) Crews not to be held away from home terminal to make more than two turn around trips in turn around service.

(h) Trainmen called for duty and the call is afterwards cancelled will be paid schedule rates per hour with a minimum of three hours and will stand first out, otherwise they will be paid initial detention as per last paragraph of this clause, computed from the time first call would require them to come on duty.

Trainmen shall be paid at schedule rates for all time required to be on duty at initial terminal, computed from the time they report for duty until they actually leave the terminal. This time to be paid for irrespective of mileage for trip.

ARTICLE 5.

Short Runs. (Not otherwise provided for herein.)

(a) On Mountain, Nakusp and Slocan Sub-Divisions and on all sub-divisions west of the Columbia river on District 3, for runs of one hundred miles or less, ten hours or less, one hundred miles will be allowed, exclusive of switching, overtime or detention earned.

(b) On all other Sub-Divisions runs of one hundred and ten miles or less, ten hours or less, one hundred and ten miles will be allowed, exclusive of switching, overtime and detention earned.

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(c) A trip will automatically end on arrival at a terminal.

(d) Passenger trainmen on short turn around runs, including suburban and branch line service, no single trip of which exceeds 80 miles shall be paid not less than 15 miles per hour for all time occupied, exclusive of switching, detention or overtime earned, computed from the time of leaving the initial terminal on first trip until arrival at terminal on last trip.

(e) Freight crews handling extra passenger trains or sections of regular passenger trains out of Vancouver for the east, or vice versa, may run through Coquitlam without involving the payment of run arounds to crews then in Coquitlam, providing that the crews in Coquitlam will take their turn out when going to Vancouver to catch those extra passenger trains eastbound. It is understood, however, that freight crews handling such passenger trains will not be required to handle freight in either direction. Crews so used will be paid actual mileage and overtime between Coquitlam and Vancouver and for all time at Vancouver at 11 miles per hour at through freight rates. Road crews will be assigned to handle all freight work between Coquitlam and Vancouver, but will not be compelled to do any yard switching at either end of the run and will be paid actual mileage and overtime at 11 miles per hour for all time engaged in such assignment, with a minimum of one hundred and ten miles for each calendar day exclusive of overtime earned on other days. No such assignment will be for a period of less than five consecutive days. Unassigned train crews used in freight service between Coquitlam and Vancouver will be paid as per the short run clause, but will not be compelled to do yard switching at either terminal.

(f) Trainmen employed in freight crews regularly set up will be paid for not less than 2,600 miles at through freight rates, exclusive of switching, overtime and detention in any one month. When it is necessary to reduce the number of crews set up, it will be done in the order of seniority, commencing with the junior man. Crews running only a part of a month will be credited with such mileage at the rate of one hundred miles for each day regularly set up, exclusive switching, overtime and detention. This rule will not be construed to mean that 2,600 miles is a maximum mileage that trainmen will be permitted to make.

ARTICLE 6.

(a) It is not the intention of the company to adopt generally the plan of double heading freight trains, which has prevailed on some other roads, and no materially greater proportion of double heading trains will be run than in the past.

(b) The practice of double heading freight trains of over 1,375 actual tons, exclusive of caboose, will be discontinued.

(c) Helping engines may be used to assist trains between the following points:—

Westbound:—

Beavermouth to Rogers Pass.
Revelstoke to Clanwilliam.
Tappen to Notch Hill.
Castlegar Jct. to Farren.
Grand Forks to Eholt.
Rosebery to Summit Lake.

Eastbound:—

Ruby Creek to North Bend.
Shusway to Notch Hill.
Craigellachie to Clanwilliam.
Revelstoke to Albert Canyon.
Albert Canyon to Rogers Pass.
Golden to Field.
Nakusp to Summit Lake.
Roseberry to Sandon.
Cascade to Farron.

Northbound:—

Greenwood to Mother Lode Spur

Southbound:—

Smelter Jct. to Rossland.
Eholt to Phoenix.

and all other places where helper engines may now or hereafter be established to take over any single grade the actual tonnage which any single engine handling the train may bring to the foot of the grade. (By the foot of the grade is meant a convenient station near the foot of the grade at which the helper engine may be taken care of.)

(d) Double headers may be run in cases of storms, accidents, to avoid running engines light, moving engines to and from shops or from one division to another, to expedite stock or perishable freight, but in all such cases the tonnage will not exceed the rating of the largest engine attached, unless as hereinbefore specified. In case of an accident to an engine consolidation may be effected with another train, and the consolidated train brought into terminal as a double header.

(e) No way freight trains will be double headed (except there is but one freight train each way daily) and then only under restrictions hereinbefore stated.

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(f) *Note.*—Nothing in above rules in regard to limiting tonnage or length of train to be handled by double headers or otherwise shall be construed so as in any way to limit or establish a precedent as to the proper or safe length of train to be handled by one engine.

(g) If it is found at any time that the above arrangement is not satisfactory a meeting will be held on one month's notice to discuss and revise same without involving a revision of the schedule.

ARTICLE 7.

(a) Promotion on each promotion district will be made according to the seniority of the trainmen on that district and will be governed by merit, fitness and ability. Men not promoted in their turn will be advised the reason in writing by the trainmaster.

(b) Brakemen will have no seniority standing for the first six months' service, after which they will rank as brakemen from the date they entered the service as such.

(c) Senior brakemen will be required to pass their examination for conductor in turn; brakemen refusing their promotion to conductor or failing to qualify for same within thirty days of the date set for their examination, will thereafter rank junior as conductor to the man promoted in their stead. Trainmen will be advised by the company immediately the result of their examinations.

Promotion for brakemen will be to any run in either passenger, mixed, freight or work train service to which their seniority as brakemen entitles them, but in the event of a brakeman refusing to accept any particular run that his seniority entitles him to he will lose his rights to that run until it again becomes vacant or until change of time table, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction in staff the junior men will be reduced.

Trainmen promoted shall rate as conductors from the date they are actually placed in charge of a train, provided always that the senior qualified man gets his turn to qualify. If a junior man has to be used in an emergency, the trainmaster shall take immediate steps to get the senior man in and place him on the train and the emergency trip shall not count as date of rating for the junior man.

(d) The promotion of conductors will be to any run in either work, freight, mixed or passenger service to which their seniority as conductors entitles them. In the event of a conductor refusing to accept any particular run to which he is entitled, he will lose his rights to the run until it again becomes vacant, or change of time table, but will otherwise retain his seniority standing. Permanent vacancies or new runs created will be bulletined for ten days and given to the senior qualified man applying therefor. Any man away on leave of absence or who is ill will not be affected by this clause. In the event of a reduction of crews, the junior men will be reduced.

(e) Promotion to baggage cars to be made from the ranks of brakemen on their promotion district. A disabled trainman or yardman, who is capable, to have preference.

(f) In the event of transfer of lines from one promotion district to another, the trainmen on such lines will have the choice of being transferred or not according to their seniority. The trainmen transferred will rank with those on the promotion district on which they are transferred according to the date they ranked as conductors, baggagemen or brakemen respectively, but no man will be reduced in rank unless the number of crews employed is reduced.

(g) Promotion to runs extending over more than one promotion district will be divided between the men on such district as nearly as possible on a mileage basis.

(h) In the event of a line of railway being constructed which will connect any two districts, the whole of such line will be manned equally by trainmen from the superintendents' district so connected.

(i) Men who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this rule.

(j) Trainmasters will prepare seniority lists of the men in train service beginning the first of January each year and every four months thereafter. Said lists will be posted in conspicuous places at all terminals. Trainmen whose standing is incorrectly shown must enter protest in writing within the life of such seniority list or no action will thereafter be taken. Any man away on leave of absence or who is ill will not be affected by this rule.

ARTICLE 8.

Conductors on leave of absence will be relieved by the senior suitable conductor desiring same.

ARTICLE 9.

Trainmen who have been on duty twelve hours or more will have the right to book rest at any point, the men to be judges of their own condition. Eight hours' rest to be considered sufficient except in extreme cases. Trainmen will not be required to leave terminals until they have had at least eight hours' rest, if desired, but such rest must be booked on arrival, and in no case if rest is booked at a terminal shall it be for less than five hours.

ARTICLE 10.

No trainman shall be disciplined or dismissed until his case has been investigated and he has been proven guilty of the offence charged against him and decision rendered. He, however, may be held off for such investigation for a period not exceeding three days, and when so held off he will be notified in writing that he is being held off for that purpose and advised of the charges against him. He may, if he desires, enjoy the privilege of the assistance of a fellow employee in stating his case at the investigation; and will be given a copy of statement made by him at the investigation. All material and necessary witnesses must be notified in writing to appear. If they appear their evidence shall be taken in the presence of the accused. If they do not appear the accused shall be furnished with a copy of their written statements and their names. If accused is not satisfied with the decision he will be given an opportunity of reviewing the evidence and may appeal through his representatives to the higher officials. Should the charge not be proven the trainman will be reinstated at once and paid for all time lost at schedule rates.

When a trainman is discharged or resigns he will, within five days, be paid and given a certificate stating the term of service and in what capacity he was employed.

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ARTICLE 11.

Trainmen will not be run on any other than their own sub-division except in the case of shortage of men on that sub-division.

Note.—This article refers to shortage of crews on the sub-division and not at terminal or sub-divisional points on the sub-division.

ARTICLE 12.

(a) Freight trainmen living within one and one-half miles of yard office, and passenger trainmen living within one and one-half miles of passenger station, will be called as nearly as possible in time to be on duty forty-five and thirty minutes respectively before leaving time of train, but such call shall not exceed two and a half hours previous to the time train is ordered to leave. Caller will be furnished with a book in which the time will be registered and in which trainmen will sign their names. This rule will not apply to schedule passenger and mixed trainmen assigned to regular runs leaving between 7.30 and 22.30, but in cases where such trains are more than one hour late they will be advised of probable time of departure.

(b) When the location of a yard office or a passenger station at any terminal is changed, any one residing within the one and one-half miles at the time of the change will still be considered as within the calling limit.

ARTICLE 13.

Unassigned crews in freight service will be run first in first out of terminals. When run around, if ready for duty, they will be paid fifty miles for each run around and stand first out. Provided that a crew shall not be paid for run around if detained a few hours for repairs to a caboose.

Note.—When an unassigned crew has come on duty in turn and they have got their engine and commenced to work, they will remain with train called for, even though another crew comes on duty later and gets out of terminal first. The first crew called will not be entitled to pay as per this article.

ARTICLE 14.

When freight crews are called out for any service the full crew will be used, but may be split when required to run sections of passenger trains, except on Mountain Sub-Division

ARTICLE 15.

All passenger and mixed trains will have at least one train baggageman and one brakeman. All passenger trains of eight or more cars will have two brakemen and one baggageman, if there is a local baggage car on the train. One or two box, baggage or refrigerator cars to count as one car, and three or four as two cars. Two brakemen in addition to baggageman to be employed on all passenger trains on Mountain Sub-Division

ARTICLE 16.

One brakeman on all trains must be competent and have had at least six months' experience as such and one of the brakemen must be acquainted with the road. A conductor will not be required to take out a brakeman who is found to be incompetent more than one round trip, unless his incompetency is disproved.

ARTICLE 17.

Trainmen will not be compelled to ride in plows or flangers, but will be supplied with a van or other suitable car properly equipped.

ARTICLE 18.

(a) Crews will not be compelled to abandon their vans between terminals for the purpose of travelling passengers, nor when being moved from one to next sub-division terminal for freight service, nor when handling trains composed of colonist or immigrant cars.

(b) Crews regularly set up in freight service will be supplied with a regular caboose or other suitable car properly equipped. When freight crews are sent out on passenger trains without their regular caboose they will, unless otherwise employed in road or yard service, be returned to the original terminal deadhead on the first available train after their arrival at the distant terminal or their caboose will be delivered at distant terminal within fifteen hours of the time of departure from the original terminal. Article 14 will not apply under these conditions to the crew or crews run around at the distant terminal.

(c) Caboose will not be taken away from crews when they book rest unless the congested state of traffic absolutely demands it and all other available cabooses at that point are in service, and if this rule is violated the men will not be used in any service but will be paid the same compensation as earned by the crew using the caboose.

ARTICLE 19.

(a) Trainmen assigned to regular runs will not be required to stop in vans at terminal points, and unless they are advised that they will be required before their regular runs will not be considered absent from duty if so required and not on hand. Where assigned crews are willing to perform extra service during their lay-over hours they will not be used in such service if unassigned crews are available, to the detriment of the unassigned crews.

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(b) Except in case of wrecks, washouts, storms, slides, or similar emergency, preventing crews being returned to their home terminal, unassigned crews laid up at other than their home terminal will, after eighteen hours, exclusive of Sunday, be paid ten miles per hour for the first ten hours, in each subsequent twenty-four hours thereafter, unless otherwise employed. Time to be computed from the time crews go off duty until one hour before the departure of the train on which they resume duty. When men book rest of their own accord the time so booked will not be included.

ARTICLE 20.

Freight crews handling five or more heated cars, seven or more coaches, or three and five combined, will have a man in charge of same. Where less than the number of heated cars or coaches as specified above are on a train, the heated cars will be marshalled as far as practicable. This to apply between the months of November and March inclusive.

ARTICLE 21.

Trainmen will not be compelled to handle cars in train the draft gear of which is defective and requires to be chained, further than to take care of perishable freight or live stock that may become disabled en route to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind van other than official cars or flangers.

ARTICLE 22.

Crews assigned to regular runs will not be compelled to do other work than that to which they are regularly assigned, except in case of wrecks, when no other crews are available, and except as provided in clause governing short mileage mixed train runs.

ARTICLE 23.

(a) Trainmen will not be required to sweep or clean coaches, but where train porters are not employed they will remove rubbish from coaches while en route, so as to keep them in a tidy condition.

(b) Trainmen will not be required to couple or uncouple hose bags at terminals where carmen are employed and within the hours of service of such carmen.

ARTICLE 24.

At points where company's ice houses are located, trainmen will be allowed ice for cabooses.

ARTICLE 25.

Home terminals for unassigned freight crews are to be agreed upon between the company and the representatives of the conductors and trainmen, and, in case of disagreement, the same to be settled by arbitration.

ARTICLE 26.

Trainmen will not be required to place the following heavy stores on cabooses, namely jacks, chains, brasses, wedges and knuckles. Stores for passenger crews will be supplied at or near passenger depot. Conductor will leave requisitions for stores required at the registering office where he books the arrival of his train.

ARTICLE 27.

(a) Trainmen called out to fit up a caboose will be paid for time so occupied at through freight rates and will take their turn out as per article 14, as soon as the caboose is ready for service.

(b) When crews are taken out of work service at a terminal, they will take their turn out behind all unassigned crews then in the terminal.

ARTICLE 28.

Trainmen shall not be required to change brasses on cars loaded wholly with coal, coke, lumber or O. C. S. freight.

ARTICLE 29.

The articles embodied in this schedule shall constitute an agreement between the Canadian Pacific Railway Company and its conductors, baggagemen and brakemen, employed on the British Columbia Division, and will remain in force subject to thirty days' notice from either party.

.....
For the General Manager's Committee.

.....
For the Order of Railway Conductors.

.....
For the Brotherhood of Railroad Trainmen.

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Schedule "C."

ARTICLE 1.

(a) Lethbridge and west through the Kootenays, Calgary and west, Main Line and branches, Calgary and north to all points on the Edmonton branch.

Rates.	Day.	Night.
Yard foremen, per hour	42c	44c
Yardmen, per hour	37c	41c

All other yards:—

Rates.	Day.	Night.
Yard foremen, per hour	40c	42c
Yardmen, per hour	37c	39c

(b) Yardmen acting as pilots or engine herders will be paid foreman's pay, and no yardman, acting as such, will be used outside of yard limits.

ARTICLE 2.

The established time for day and night yardmen to start work shall be 7K and 19K respectively. Yardmen started at other times than between 7K and 9K shall be paid night rates.

ARTICLE 3.

Ten consecutive hours or less will constitute a day's work. No new work shall be assigned after the expiration of ten hours, except in case of emergency, such as wrecks, handling live stock, attending fires or handling passenger trains.

ARTICLE 4.

Except in cases of emergency, such as wrecks, handling live stock, attending fires and handling passenger trains yardmen on double crewed engines will not be required to work longer than their regular hours. Yardmen on single crewed engines will have the privilege of booking rest after having been on continuous duty for twelve hours.

ARTICLE 5.

Yardmen will be allowed one hour for meals between the hours of 11.30 and 13 o'clock and between 23.30 and 1 o'clock, but if required to work the meal hour or any part thereof they will be paid for one hour in addition to the minimum day and be allowed thirty minutes under pay for meals. Yardmen will not be compelled to work more than six hours without being allowed thirty minutes for meals. Day crews not relieved by 19 o'clock and night crews not relieved by 7 o'clock will be allowed thirty minutes for meals and paid continuous time after 19K and 7K respectively.

ARTICLE 6.

Overtime will be paid *pro rata*, actual minutes to be counted.

ARTICLE 7.

Yardmen held off duty on the company's business or by order of the company's officials will be paid at schedule rates of pay and actual expenses while away from home. If they are required by the company to attend coroner's inquests, court cases or other public investigations, they will be compensated as above. In such cases the witness fees to go to the company.

ARTICLE 8.

Yardmen will be advised at once in writing, through the proper officer, with the reason if mileage or time claimed is not allowed in full. In case time is disputed the time not in dispute will be paid in current month. Time check will be issued, at once, upon request for any shortage adjusted.

ARTICLE 9.

(a) The right to preference to work and promotion for yardmen will be according to seniority in their respective yards, and will be governed by merit, fitness and ability. Preference of work to men in their respective classes to have choice of work in their respective yards according to their seniority. Any man refusing promotion or failing to qualify for promotion will thereafter rank junior to the man or men promoted in his place as foreman only. This not to apply to men who are sick or on leave of absence. Any yardman not promoted when his turn comes will be promptly advised the reason in writing by the yardmaster.

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Note.—On the British Columbia Division yardmen will have promotion under their respective superintendents.

(b) In the event of a yard being abolished the men in such yard will be assimilated with the men in other yards on the superintendent's district, ranking according to seniority from the time of entering the company's service as yardmen. When a new yard is created, yardmen on superintendent's district will be given preference in the positions in that yard in accordance with seniority in their respective classes.

(c) Men who have lost their promotion rights under former promotion rules will not be considered as regaining any rights by the adoption of this rule.

ARTICLE 10.

(a) Yardmen will not be required to go outside of yard terminals except for switching or transfer service, and yard crews whose work takes them outside of the switching terminal will receive yardmen's rates.

(b) Yardmen allotted to other than their regular duties will receive not less than schedule rates of pay for yardmen. If a yardman is used in an emergency in road service, road rates and conditions will apply.

Note.—The above will not prevent the company from using yardmen to handle high explosives to powder houses adjacent to terminals, or for the purpose of handling mill or transfer work within a reasonable distance of terminal. Present arrangements for handling transfer service between Vancouver and Coquitlam yards will be continued. In other terminals where there is sufficient transfer work to keep a crew regularly employed in that service the transfer service will be assigned to road crews. Road crews will be used for work train service, but yard crews may be used for occasional trips to take snow or other material out of a terminal when required for less than one day's work and also for switching construction material to different parts of a terminal when it is more in the nature of switching than work train service. The superintendent will regulate the manning of a crew to protect a pile driver working within a terminal.

ARTICLE 11.

A yard crew shall consist of not less than a foreman and two helpers, except where special arrangements are made by the general superintendent with the general committee.

ARTICLE 12.

Yard foremen will not be compelled to work with an incompetent yardman after such man has been reported in writing to the yardmaster unless his incompetency is disproved. Yard foremen will not be compelled to work with two inexperienced yardmen if experienced yardmen are available.

ARTICLE 13.

(a) Yardmen will not be required to work with an engine that is not properly equipped with foot-boards, grab-irons, automatic couplers and head-lights. Engines that are so out of repair that they leak steam, thereby obstructing the observation of signals, shall not be used while in that condition in yard service.

(b) Yardmen will not be required to move cars by the use of stake, cable or chain between engine and cars or between cars, except in cases where the draft gear is damaged or in some other temporary emergency. This will not be construed to interfere with article 14.

ARTICLE 14

Yardmen will not be required to couple or uncouple hose bags on passenger cars where carmen are available or chain up cars in yards or on repair tracks where carmen are employed.

ARTICLE 15.

No yardman shall be disciplined or dismissed until his case has been investigated and he has been proven guilty of the offence charged against him and decision rendered. He, however, may be held off for such investigation for a period not exceeding three days, and when so held off he will be notified in writing that he has been held off for that purpose and advised of the charges against him. He may, if he desires, enjoy the privilege of the assistance of a fellow employee in stating his case at the investigation, and will be given a copy of statement made by him at the investigation. All material and necessary witnesses must be notified in writing to appear. If they appear their evidence shall be taken in the presence of the accused. If they do not appear the accused shall be furnished with a copy of their written statements and their names. If accused is not satisfied with the decision, he will be given an opportunity of reviewing the evidence and may appeal through his representatives to the higher officials. Should the charges not be proven the yardmen will be reinstated at once and paid for all time lost at schedule rates.

When a yardman is discharged or resigns he will, within five days, be paid and given a certificate, stating the time of service and in what capacity he was employed.

Note.—It is understood that men will not be held off unnecessarily and caused to lose time under above rule.

ARTICLE 16.

Yardmen who are on night duty shall not be required to attend an investigation into a matter duly reported until they have had an opportunity of having at least eight hours' rest after going off duty unless the extreme urgency of the case demands otherwise.

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ARTICLE 17.

Yardmen must not switch trains with cabooses attached.

ARTICLE 18.

Yardmen in transfer service will be supplied with a caboose or other suitable car properly equipped.

At points where two or more yard engines are employed suitable shelter will be provided for the accommodation of yardmen.

ARTICLE 19.

Employees in yard service shall have access at all times to seniority list, to be posted in a convenient place in the office of the general yardmaster, which will contain a correct list of all the yardmen and their seniority standing in the company's service. Such lists will be compiled and posted January the first and July first of each year, and list to be subject to appeal for thirty days. Any man who is on leave of absence or who is ill will not be affected by this rule.

ARTICLE 20.

The articles embodied in this schedule shall constitute an agreement between the Canadian Pacific Railway Company and the yardmen and trainmen employed on its western lines thereof, and will remain in force subject to thirty days' notice from either party.

V.—APPLICATION FROM THE MICHIGAN CENTRAL RAILROAD COMPANY, BEING TRAIN DESPATCHERS, STATION AGENTS, ETC., EMPLOYEES OF THE ORDER OF RAILROAD TELEGRAPHERS.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY THE BOARD.—SETTLEMENT EFFECTED.

Application received—April 22, 1914.

Parties concerned—Michigan Central Railroad Company and employees, being train despatchers, station agents, etc., members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 115; indirectly, 3,000.

Date of constitution of Board—May 12, 1914.

Membership of Board—His Honour Judge Colin G. Snider, Hamilton, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Roger Black, St. Thomas, Ont., appointed on the recommendation of the employing Company; and Mr. D. Campbell, Winnipeg, Man., appointed on the recommendation of the employees.

Report received—June 19, 1914.

Result of inquiry—Report of Board was signed by all three members, Mr. Black dissenting, however, on one or two points. Following the report of the Board, negotiations took place between the Company and the employees concerned which resulted in a settlement of all points at issue.

The Department received on June 19 the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Michigan Central Railroad Company and the train despatchers, station agents, telegraph and telephone operators, and towermen employed on its lines in Canada, members of the Order of Railroad Telegraphers, to the number of 115 directly and 3,000 indirectly. The dispute arose out of the employees' demand for the adoption of certain amendments to the existing schedule of rules and rates of pay.

A Board was established by the Minister on May 1, being in due course constituted as follows: His Honour Judge Colin G. Snider, Hamilton, Ont., chairman; Mr. Roger Black, St. Thomas, Ont., company's nominee; and Mr. D. Campbell, Winnipeg, Man., employees' nominee. The chairman was appointed by the Minister, no joint recommendation being received.

In its report the Board stated that while unable to secure an agreement between the parties upon all points, the greatest harmony and best of good-will seemed to prevail between the employer and employees, and settlement had been effected of many of the points at issue. The report includes a complete schedule of wages and working conditions which the Board recommended as the rates and rules which ought to be accepted by the parties concerned, the same to take effect on April 1, 1914, subject to thirty days' notice by either party. The Board further recommended that the wage scale in the schedule of August 1, 1912,

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should be increased to the extent of 10 per cent on the aggregate sum paid thereunder each month, and that the first charge upon this aggregate sum should be the adjustment of the minimum salaries recommended for the employees concerned.

Mr. Roger Black, the company's nominee, dissented from the majority of the Board in so far as concerned the wages of train despatchers and the addition of 10 per cent to the aggregate of the scale of wages of 1912. Mr. Black gave it as his opinion that Michigan Central Railroad train despatchers should receive not more than the train despatchers on the Intercolonial Railway, and that the aggregate increase should not exceed seven per cent.

Following the receipt of the Board report negotiations took place between the company and the employees concerned which resulted in the settlement of all points at issue.

REPORT OF BOARD.

The text of the Board's report is as follows:

HAMILTON, June 10, 1914.

In the matter of the Industrial Disputes Act, 1907, and of a dispute between the Michigan Central Railway (Canadian lines), employers, and its employees, being train despatchers, station agents, etc., members of the Order of Railroad Telegraphers, employees.

The Honourable T. W. Crothers, K.C., Minister of Labour, Ottawa.

The Board of Conciliation and Investigation under the Industrial Disputes Investigation Act, 1907, constituted last month and consisting of Colin G. Snider, Judge of County Court, chairman, appointed by the Department of Labour; David Campbell, Esq., the representative of the employees; and Roger Black, Esq., the representative of the Company, beg to report as follows:

The Board met at the city of St. Thomas on the first day of June, 1914, at the Court House.

There were present at the meeting Mr. Campbell, Mr. Black and the chairman. The employer was represented by Mr. S. W. Brown, general superintendent of the Michigan Central Railway, and the employees were represented by Messrs. G. D. Robertson, David Hoy and Joseph H. Staley.

The Board proceeded to hear the matter submitted to it in this reference on the first, second and third days of June at St. Thomas, and on the ninth and tenth days of June at the city of Hamilton.

Throughout the proceedings the Board made every effort at every available opportunity to bring about a settlement of the matters in dispute between the employer and employees, but without success upon the whole, although in many of the matters in dispute an agreement was arrived at.

At the sittings in St. Thomas the Board took up the matters in difference, point by point, and heard discussion by the representatives of both the employer and the employees on each point.

After the termination of the meeting on the third day of June, adjournment was had to Hamilton on the ninth day of June, 1914, at the Court House.

The principal points in dispute between the parties were, briefly, the inclusion of the train despatchers in the existing schedule of wages and working

conditions, provision for the right of promotion, etc., for the train despatchers, an increase in the rate for overtime from a minimum of 25c per hour to *pro rata* at time and a half, the reduction in the hours of service from twelve to ten per day as a maximum day, and from nine to eight in certain offices, annual vacations without loss of time for all employees, as against vacations for a comparatively small number, a request for the employment of a specified number of relief agents and for an aggregate increase in the monthly wages of 18 per cent above the present rates.

Having heard the representations made by each side in reference to these different points that have arisen for consideration and conciliation, and after the consideration of exhibits and schedules put in by them respectively, showing the working conditions and rules prevailing upon other lines, and having noted those points upon which the Board was able by its endeavours to secure an agreement, the Board proceeded to discuss and endeavour to arrive at an agreement in regard to those matters upon which it had heard the representations and discussion, but upon which it had not been able to effect an agreement between the parties.

While the Board was unable to secure an agreement between the parties upon all points, the greatest harmony and best of good-will seemed to prevail between the employer and employees. This feeling was manifest throughout the whole discussion.

As a result of the points upon which the Board was able to bring about an agreement and as a result of deliberations of the Board, subsequently, upon those points upon which an agreement was not secured, it was decided to set down in this report a complete schedule of working conditions and pay which it recommends as the rules and rates which ought to be accepted by the employer and the employees.

MICHIGAN CENTRAL RAILROAD COMPANY.

Rules and Wages for Telegraphers, Effective April 1, 1914.

The following rules and wages shall govern the telegraphers on the Michigan Central Railway:

ARTICLE 1.

Telegraphers, including train despatchers, levermen (other than those handling gates only), telephone operators who handle orders or messages in connection with train movements and station agents specified herein, shall be considered as telegraphers within the meaning of this schedule. Nothing in this article is to be considered as meaning that persons enumerated below shall be ineligible for promotion to any agency or other position in the company's service for which he may be considered qualified.

ARTICLE 2.

(a) Telegraphers will be regarded in line for promotion, and where ability is sufficient seniority will prevail. In making transfers and promotions seniority will prevail, provided ability to fill the position is sufficient. Seniority will date from the last time of entering the service and will extend over each superintendent's division. Telegraphers employed in Detroit terminal shall be eligible for positions on the East, Bay City and Toledo division, and vice versa.

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Transfers from one division to another will be at the discretion of the general superintendent, and will be made when a position cannot be filled on account of lack of ability among telegraphers on a division on which the vacancy exists. The superintendent of telegraph, or the superintendent of the division on which the vacancy exists, will be the judge as to the ability of the applicant. Temporary vacancies on any division will be filled by transfer from the general extra list by the superintendent of telegraph. Telegraphers transferred from one division to another will carry their seniority with them.

(b) Subject to clause (a) telegraphers will have the exclusive right to all positions incorporated in this schedule and to any new telegrapher's position subsequently created.

(c) The seniority of a train despatcher will date from the time he was first permanently appointed a train despatcher, unless by his own consent he takes another position in the service, under which circumstances his seniority as a train despatcher will date from the time he was last appointed a train despatcher. A train despatcher will retain his seniority standing in the ranks of the operators.

(d) Train despatchers will be appointed from their respective superintendent's divisions as per Article 3, provided the ability to fill the position is sufficient, and will be allowed such time as the superintendent considers necessary in each case in which to learn the work, at the rate of pay of the position vacated. Upon assuming work as a permanent despatcher and classed as such, his seniority will count from that date.

ARTICLE 3.

Vacancies will be promptly bulletined to all offices on each division and will be filled by the division superintendent or superintendent of telegraph in accordance with Article 2. All applications for such vacancies must be filed within six days after the issuing of the bulletin, and the vacancy must be filled within thirty days thereafter. When a telegrapher is transferred or promoted, and after a fair trial is found incapable, he will take his place on the extra list but will retain his seniority rights. Telegraphers declining to accept promotion to any position do not forfeit their right to it or another position when a vacancy occurs.

ARTICLE 4.

In the event of any positions shown in the wage scale being abolished, the telegrapher who shall be displaced will be entitled to the position held by the junior man permanently located, provided his seniority entitles him to such position and he is properly qualified.

ARTICLE 5.

The general chairman of telegraphers' committee shall be furnished a seniority list of persons included in this schedule upon application to the head of the respective departments.

ARTICLE 6.

Seniority will only be effective when vacancies occur or new positions are created.

ARTICLE 7.

When new positions are created compensation will be arranged in conformity with positions of the same class as shown in this schedule.

ARTICLE 8.

Telegraphers will not be suspended or discharged without just cause. When they consider they have been unjustly treated, they will have a right to appeal to the division superintendent, general superintendent and general manager in the order named. In case a telegrapher has been disciplined or discharged and after investigation found not at fault he will be reinstated and paid for all time lost. Such investigation is to be held within ten days after the request of the party designated. Telegraphers may be accompanied by one or more co-employees from their department at any or all investigations if they so desire.

ARTICLE 9.

Telegraphers absent from duty on regular business of the company, whether attending court or other assigned duties, will be allowed their regular pay and authorized expenses while away from home.

ARTICLE 10.

One hour will be allowed for dinner, when consistent, between the hours of 11 a.m. and 1 p.m. If less than one hour is allowed for dinner, one hour over-time *pro rata*, but not less than thirty cents will be paid.

This applies to those performing telegraph or telephone service only.

ARTICLE 11.

Where but one operator is employed, 11 consecutive hours, including meal hour, shall constitute a day's work. Where more than one operator is employed, 10 consecutive hours, including meal hour, or at the company's option eight consecutive hours without meal hour, will constitute a day's work. At stations where the 24-hour period is covered by three persons performing telegraph or telephone service, eight hours shall be assigned to each.

ARTICLE 12.

Telegraphers, exclusive of levermen, who have been in the employ of the company two or more consecutive years, will be allowed two weeks' leave of absence each year with full pay. If the company finds it inconvenient to grant leave of absence during any year to a telegrapher entitled to it under this rule, the telegrapher shall be paid in lieu thereof two weeks' extra pay at the rate applying to his office. Applications will be granted according to the seniority of the applicants. All applications for leave must be filed in the month of January, February or March for vacations during the current year, and the applicants are to be advised (before the first of May) of the dates allotted to them respectively.

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In the event of a telegrapher entitled to holidays (which have been deferred) being discharged or leaving the service on proper notice, before obtaining the deferred leave of absence, he will be paid his salary for the same.

ARTICLE 13.

Sec. 1. When telegraphers are required by proper authority to remain on duty longer than the number of hours constituting a day's work, they will be paid overtime. Overtime will be based on the regular salary. The rate per hour will be determined by dividing the monthly rate by the number of hours required for a month's work, provided that the rate per hour will in no case be less than thirty cents. Allowance will be made for the actual time of service computed to the nearest five minutes.

Sec. 2. When telegraphers are called to their offices by proper authority outside of their regular hours, they will be paid fifty cents for each call, for which one hour's service shall, if required, be rendered. If held more than one hour, overtime thereafter will be paid as per Section 1 of this article.

Sec. 3. Telegraphers who perform telegraph or telephone service are expected to report at an appointed hour on Sunday, but if held by the despatcher for work they will be allowed overtime as per Section 1.

ARTICLE 14.

Sec. 1. Telegraphers will not be required to scrub waiting rooms, offices or outbuildings, clean or disinfect stock cars.

Sec. 2. When telegraphers are required to attend pumps they will receive five dollars (\$5.00) per month extra compensation.

Sec. 3. When telegraphers who perform telegraph or telephone service are required to attend switches or work interlocking levers in interlocking towers they will be paid five dollars (\$5.00) per month extra compensation.

This extra compensation paid for attending to switches will include attending to the lamps pertaining to said switches.

Sec. 4. Telegraphers who perform telegraph or telephone service required to attend to pumps and switches will be paid \$7.50 extra pay per month.

Sec. 5. Telegraphers who perform telegraph or telephone service will be allowed four dollars (\$4.00) per month extra compensation for taking care of six (6) switch or semaphore lamps or less, and fifty cents (50) for each additional lamp per month will be paid, it being understood that in cases where the day and night operators share in the performance of the work the compensation shall be equally divided.

ARTICLE 15.

Sec. 1. Regular telegraphers transferred or promoted, or extra telegraphers assigned to regular positions, will be furnished free transportation for themselves, family and effects.

Sec. 2. Regular telegraphers transferred or promoted will not suffer any loss of pay on account of time lost in making transfer, but will be paid at the rate of the position left until they go on duty in the new position.

ARTICLE 16.

Telegraphers will be granted leave of absence from time to time for the purpose of attending their meetings, provided such leave of absence does not interfere with the business of the company, and they will be granted the necessary transportation over the lines of the Michigan Central Railroad.

ARTICLE 17.

Telegraphers will not be discriminated against on account of their serving on boards of adjustment, representing the telegraphers, and will be furnished transportation over the lines of the Michigan Central Railroad, and relieved without unnecessary delay for that purpose.

ARTICLE 18.

In case telegraphers are dismissed or should resign and should be reinstated or re-employed within one (1) year, they will retain their rights; after one year they will be considered as new men.

ARTICLE 19.

Regularly assigned telegraphers called upon to do relief work temporarily will be paid the salary of the telegrapher relieved, provided it is not less than their own, and one dollar (\$1.00) per day expenses if away from home.

ARTICLE 20.

Nothing in these Articles will relieve telegraphers from responsibility under the rules.

ARTICLE 21.

These rules and rates will be effective April 1, 1914, and will remain in effect subject to thirty days' notice, given by either party.

ARTICLE 22.

Minimum Monthly Salaries.

Train despatchers, first year	\$124.00
Train despatchers, second year	128.00
Train despatchers, third year	140.00
Relief train despatchers	118.30
Agents.....	66.00
Operators	60.00
Levermen.....	55.00
Relief agent.....	95.00

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The wage scale under the schedule of August 1, 1912, is to be increased in the aggregate to the extent of ten per cent on the aggregate sum paid thereunder per month; the adjustment of the minimum salaries to be the first charge upon this aggregate amount.

The Board further reports that its members are unanimously agreed on all terms of this report, excepting the train despatchers' wages and the addition of 10 per cent to the aggregate scale of wages of 1912.

On these excepted items, Mr. Roger Black hereby reports that in his opinion the M. C. R. train despatchers should receive not more than the train despatchers on the Intercolonial Railway, who are paid \$125.00, \$130.00 and \$135.00 per month for the first, second and third years respectively in the service, and that the aggregate increase should not exceed 7 per cent of the wages under the wage scale of August 1, 1912.

Mr. David Campbell and the chairman agree upon the wage scale and percentage of increase as set out in above Article 22.

All of which is respectfully submitted.

Dated at Hamilton the tenth day of June, 1914.

(Sgd.) COLIN G. SNIDER,
Chairman.

(Sgd.) ROGER S. BLACK,
For the M.C.R. Co.

(Sgd.) D. CAMPBELL,
For the M.C.R. Telegraphers.

VI.—APPLICATION FROM THE TORONTO ELECTRIC LIGHT COMPANY AND ELECTRICAL WORKERS, MEMBERS OF LOCAL NO. 353, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. — BOARD ESTABLISHED. — BOARD REPORT ACCOMPANIED BY MINORITY REPORT. — SETTLEMENT EFFECTED.

Application received—May 2, 1914.

Parties concerned—Toronto Electric Light Company and Toronto Railway Company and electrical workers, members of local No. 353, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Light and power.

Nature of dispute—Wages, hours and other conditions of employment; also alleged discrimination against members of the Union.

Number of employees affected—200.

Date of constitution of Board—May 12, 1914.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. H. H. Dewart, K.C., Toronto, Ont., appointed by the Toronto Electric Light Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Reports received—July 28, 1914.

Result of inquiry—In the case of the Toronto Electric Light Company the Board presented two reports, the minority report being signed by Mr. Dewart. Negotiations resulted in a settlement of the dispute, thus obviating the necessity for any action in connection with the dispute between the Toronto Railway Company and employees.

The report of the Board of Conciliation and Investigation which was established to deal with a dispute between the Toronto Electric Light Company and its employees relative to a proposed new schedule of agreement and certain alleged discriminations against union members was received on July 28. The report was signed by His Honour Judge D. McGibbon, Brampton, Chairman, and Mr. J. G. O'Donoghue, Toronto, member appointed on the recommendation of the employees. A minority report was also received from Mr. H. H. Dewart, K.C., Toronto, member appointed on the company's recommendation. Both the report and the minority report were accompanied by proposed new schedules. During the negotiations the manager of the Toronto Electric Light Company intimated his willingness to grant a further increase in wages, amounting to about seven per cent., as a full settlement between the parties. The increases referred to are set forth in Mr. Dewart's minority report.

After the issuance of the Board's award direct negotiations between the disputants were resumed, with the recommendations as a basis of discussion. The discussion resulted in a settlement of the dispute and also obviated the necessity of formal action in connection with a similar dispute between the Toronto Railway Company and its employees.

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REPORT OF BOARD.

The text of the report of the Board in this matter is as follows:—

To the Minister of Labour,

Ottawa, Ont.

IN THE MATTER of the Industrial Disputes and Investigation Act, 1907, and of a dispute between the Toronto Electric Light Company, on the one hand (Employer), and electrical workers, employees of the said company, being members of Local 353, International Brotherhood of Electrical Workers (Employees.)

The Board of Conciliation and Investigation appointed in relation to the differences between the employer and the employees in this case met in the King Edward Hotel, Toronto, on the 15th day of May, 1914, and have held thirty-three sittings since that date down to the present time.

The Board was met by Mr. R. J. Fleming and Mr. F. J. Clark and Mr. F. L. Hubbard, representing the employer, and also by Mr. J. B. Pegg, and Messrs. Rogers and Trahan, representing the employees.

The views of both parties were fully presented, witnesses being called and statements made, verified by exhibits, and the fullest opportunity was given to both sides to discuss the case in all its branches, which was very fully done. Indeed, it was hard to see how any argument or pertinent fact could have been presented outside of what was laid before your Board. On each side there was a spirit of good feeling and an evident desire to arrive at a reasonable basis of settlement. The employees submitted a schedule of wages and conditions, which has already been forwarded to you, and which was the basis for our consideration of the matters referred to us.

After full consideration of all the arguments and evidence presented the Board reports that it recommends the following as the schedule to be adopted by the employer and the employees for the period of one year, commencing on the 16th day of July, 1914, and to continue in force after the expiration of such time until either the employer or the employees gives 30 days' notice in writing to the other of them of the termination thereof.

SCHEDULE OF WAGES AND CONDITIONS

recommended by the Board for acceptance by the parties:—

1. Nine (9) hours shall constitute a day's work. From 7 a.m. to 12 noon and 1.00 p.m. to 5.00 p.m., except wiremen's and metermen's, whose hours shall be as at present.

2. All employees included in this submission shall have the following holidays: New Year's Day, Good Friday, 24th of May, 1st of July, Labour Day, Civic Holiday, Thanksgiving Day and Christmas Day, and every alternate Saturday afternoon off with pay unless otherwise set out hereinafter.

3. The first five (5) hours' overtime worked between 5 p.m. and 10 p.m. shall be computed at the rate of time and one-half of standard rate, additional overtime or overtime starting at 10 p.m. or later and before 5 a.m. shall be computed at the rate of double time of the standard rate, and shall continue (except for intermission for meals) until employee is relieved from duty, and if

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commencing at 5 a.m. or later and before 7 a.m. double time up to 7 a.m. All time worked on Sundays or holidays and on Saturday afternoons off to be computed at the rate of double time of the standard rate. All monthly men shall have two weeks' holidays, with pay, each year.

4. All lines carrying a voltage of over 650 volts shall be classed as high voltage lines.

5. When work is to be done on high voltage lines, not less than two journeymen are to be assigned to the job.

6. In case of trouble on high voltage lines not less than two journeymen must be sent out to repair the trouble, with any necessary assistance.

7. That at all times the employer shall receive a Grievance Committee from any department. It is also agreed that the business agent of the local, or a general officer of the organization may be a member of the Men's Committee.

8. Any employee who may be suspended for any cause whatever, and who after investigation is found not guilty of the offence for which he was suspended, shall be reinstated to his former position and be paid full wages for all lost time, from date of discharge or suspension to date of reinstatement.

9. A journeyman shall mean an employee who has had three years of experience in one or all branches of the electrical trade.

10. Apprentice shall mean an employee engaged in learning the trade of a lineman, trolleyman, mechanic, wireman, meterman, or operator, and who has had less than three years at such trade.

11. Men acting as temporary foremen shall receive foreman rate of pay for the period for which they are so acting.

12. Seniority, other qualifications being equal, shall be the ground of promotion in the service.

13. The employer shall not discriminate against union men.

14. All gangs and departments to be provided with a first aid kit.

15. Where a helper is required on live work an apprentice and not a labourer shall be assigned, unless herein otherwise provided.

16. Patrolmen and repair men shall receive two weeks' holidays once a year, with pay.

17. A suitable covering for wagons and automobiles will be arranged for protection in rough weather for all truck drivers and chauffeurs, troublemen, patrol and repair men.

18. One relief operator in addition to the one now employed shall be added in order to give each operator as nearly one shift off per week as can thereby be done.

19. Each relief operator must be in the same class as the operator he relieves.

20. No station operator, electrical mechanic, inside wireman, meter installer or station men shall be expected to work on five hundred volts, or over, live work or heavy dead work without sufficient assistance and proper precautions against danger, and where required to work on voltages of over 650 volts the general terms of this agreement as outlined above in regard to voltages will be maintained.

21. Trouble truck drivers, who have been one year in the service of the employer, will receive two weeks' holidays once a year with pay, and will work in shifts of eight hours, seven days a week.

22. All present conditions not herein provided for shall continue as heretofore.

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23. Nothing herein contained shall be construed to reduce the pay of any employee now receiving a higher rate of pay for work classified below:—

WAGE SCHEDULE.		
	Per hour.	Per month.
Foreman lineman.....		\$105.00
Foreman trouble department.....		110.00
Sub-foreman.....		95.00
Journeyman lineman and trolley man.....	.40	
Journeyman mechanic.....	.43	
Journeyman wireman.....	.41	
Journeyman cableman.....	.43	
Cableman's helper.....	.28	
Journeyman meter installer.....		75.00
Journeyman troubleman.....		100.00
Journeyman first operator.....		90.00
Other operators to receive three per cent. increase		
Patrolmen and repairmen.....		83.00
Trouble truck driver.....		16.00 per week
Drivers.....		16.00 per week
Groundsmen.....	.26	

Apprentices:—

	1st year. Per hour.	2nd year. Per hour.	3rd year. Per hour.
Line and trolleyman.....	30c	31c	36c
Mechanics.....	27c	32c	35c
Wireman.....	20c	25c	28c
	Per month.	Per month.	Per month.
Meterman.....	\$55	\$60	\$70
Meter readers, minimum rate.....		\$50	per month.

All of which is respectfully submitted.

(Sgd.) D. McGIBBON, *Chairman.*

(Sgd.) JOHN G. O'DONOGUE.
For the Employees.

Dated at Toronto this twenty-fourth day of July, 1914.

TEXT OF MINORITY REPORT OF MR. H. H. DEWART, K.C.

To the Minister of Labour, Ottawa, Ont.

IN THE MATTER of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Toronto Electric Light Company, on the one hand (Employer), and electrical workers, employees of said company, being members of "Local 353, International Brotherhood of Electrical Workers" (Employees).

The Board of Conciliation and Investigation appointed in relation to the differences between the employer and employees in this case met in the King Edward Hotel, Toronto, on the 15th day of May, 1914, and have held 33 sittings since that date down to the present time.

The Board was met by Mr. R. J. Fleming and Mr. F. J. Clark and Mr. F. L. Hubbard, representing the employer, and also by Mr. J. B. Pegg and Messrs. Rogers and Trahan, representing the employees.

The views of both parties were very fully presented, witnesses being called and statements made, verified by exhibits, and the fullest opportunity was

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given to both sides to discuss the case in all its branches, which was very fully done. Indeed, it was hard to see how any argument or pertinent fact could have been presented outside of what was laid before your Board. On each side there was a spirit of good feeling and an evident desire to arrive at a reasonable basis of settlement. The employees submitted a schedule of wages and conditions, which has already been forwarded to you, and which was the basis for our consideration of the matters referred to us. It appeared from the evidence and documents presented to us that as late as the 23rd of May, 1913, after the claims of the employees had been passed upon the employer, a new and greatly increased rate of wages was approved by the general manager of the employer, and became effective on the 25th May, 1913, and has been in force ever since. The difference between the former rate of wages appears from Schedule "A" attached hereto.

The evidence submitted demonstrated that lines carrying a voltage of over 650 volts should be classed as high voltage lines.

The evidence submitted with reference to the cost of living in Toronto, very properly and most elaborately on behalf of the employees, does not justify the conclusion that there has been any change of a material character in this respect from the time that the last mentioned schedule of wages became effective on the 25th May, 1913, down to the time when the application was made in the present case.

On the other hand, it was strongly argued by the employer that the condition in which the employer stood by reason of the competition of the Hydro-Electric Commission, controlled by the Provincial Government and the local municipality, and not run as a purely commercial venture having regard to the present condition of the labour market were increasingly pressing reasons why the employer should not be asked to pay a higher rate of wages in this case than the rate now in force.

After negotiations, however, Mr. R. J. Fleming, the manager of the employer, intimated his willingness to grant a further increase in the rate of wages amounting to about seven per cent., so that the wages of the different classes of employees in question shall be as set out in Schedule "B," to be effective on and after July 16th, 1914.

In making this concession as to wages, Mr. Fleming's expressed view was that it should be a full settlement as between the employer and the employee, and that no further question should arise as to the conditions contained in the submission to this Board.

As I am of the opinion that there is no evidence to justify any suggestion of undue discrimination by the company against any class of its employees, or that it has refused to receive any grievance committee and am of the opinion that Mr. Fleming and Mr. Clark have sufficiently indicated that the employees of the Toronto Electric Light Company have no just grievance in regard to the conditions under which they work, I think that it is perfectly fair to the employer and employee that the increased rate of wages should only be granted upon the expressed condition that so far as both parties are concerned the employer shall continue to regulate his business under the same fair conditions that have existed in the past, subject to such modifications as I am satisfied the employer will observe, having regard to the evidence that has been submitted before this Commission.

I am, therefore, of the opinion that if the employees are prepared to accept the suggestion as to an increased rate of wages without the acceptance of any of the conditions that are set out in the application that is before the Board that

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this rate of wages should govern, but I do not accept the view that in other respects this Board should outline a line of policy for a company, which, in my judgment, appears to have acted fairly with its employees, and will continue to do so.

All of which is respectfully submitted.

(Sgd.) H. H. DEWART.

Schedule "A".

TORONTO ELECTRIC LIGHT COMPANY.

RATE OF WAGES.

Underground Line Dept:—		RATES.	
Classification.	Prior to May 13.	Present.	
Cable foreman.....	\$100 per mo.	\$23.10 per wk.	
Foreman, 1st class.....	\$5.00 per mo.	21.90 per wk.	
Foreman, 2nd class.....	30c per hr.	20.75 per wk.	
Cable jointer, 1st class.....	\$5.00 per mo.	20.75 per wk.	
Cable jointer, 2nd class.....	32½c per hr.	37½c per hr.	
Cable jointer, 3rd class.....		35c per hr.	
Cableman (helper).....	25c to 30c per hr.	25c to 27½c per hr.	
Serviceman.....	25c to 26c per hr.	30c per hr.	

Overhead Line Dept:—			
Line foreman, 1st class.....	35c per hr.	23.10 per wk.	
Line foreman, 2nd class.....	33c per hr.	21.90 per wk.	
Line foreman, 3rd class.....	32 per hr.	20.75 per wk.	
Lineman special.....		37½c per hr.	
Lineman, 1st class.....	33c per hr.	33c per hr.	
lineman, 2nd class.....	30c per hr.	33c per hr.	
Linemanl, 3rd class.....	25c to 28c per hr.	30c per hr.	
Groundman, 1st class.....	23c per hr.	27½c per hr.	
Groundman, 2nd class.....	20c to 22c per hr.	25c per hr.	

(Sgd.) H. H. D.

Schedule "B."

TORONTO ELECTRIC LIGHT COMPANY.

PROPOSED CHANGES IN RATES APPLICABLE JULY 16, 1914.

Overhead Dept:—		Rate
1st class foreman....		\$24.50 per wk.
2nd class foreman....		23.10 per wk.
3rd class foreman....		21.90 per wk.
Special lineman.....		40c per hr.
1st class lineman.....		37½c per hr.
2nd class lineman....		35c per hr.
3rd class lineman....		33c per hr.
1st class groundman..		30c per hr.
2nd class groundman..		27½c per hr.
3rd class groundman...		25c per hr.
Poleyard foreman....		33c per hr.
Cable jointers.....	33c, 35c, and 37½c	per hr.

(Sgd.) H. H. D.

VII.—APPLICATION FROM THE OTTAWA CAR MANUFACTURING COMPANY, LTD., AND MACHINISTS AND BOILERMAKERS, MEMBERS OF LODGE No. 412, INTERNATIONAL ASSOCIATION OF MACHINISTS. — BOARD ESTABLISHED. — UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—May 7, 1914.

Parties concerned—Ottawa Car Manufacturing Company, Limited, and machinists and boilermakers, members of Lodge No. 412, International Association of Machinists.

Applicants—Employees.

Nature of industry concerned—Street car building, etc.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—75.

Date of constitution of Board—May 9, 1914.

Membership of Board—Mr. Hamnett P. Hill, Ottawa, Ont., Chairman, appointed on the joint recommendation of the other members of the Board; Mr. Geo. F. Henderson, K.C., Ottawa, Ont., appointed on the recommendation of the employing company; and Mr. J. C. Watters, Ottawa, Ont., appointed on the recommendation of the employees.

Report received—May 29, 1914.

Result of inquiry—A unanimous report was presented by the Board which was accompanied by an agreement entered into by both parties concerned.

The Minister of Labour received on May 29 the report of the Board of Conciliation and Investigation appointed to inquire into a dispute between the Ottawa Car Manufacturing Company, Limited, and certain employees, members of Lodge No. 412, International Association of Machinists. The application in this matter was received on May 7, and was made on behalf of the above mentioned employees, the number affected being given as seventy-five. The dispute grew out of the refusal of the Company to accept a schedule of rules and rates submitted by the employees.

The industry affected was not one of the public utilities class to which the Act primarily applies, and under section 63 the dispute could only be referred to a Board for adjustment by mutual agreement of both parties concerned. Both parties, however, expressed a willingness to have the matter referred under the Act, and a Board was established by the Minister on May 9, being constituted as follows: Mr. Hamnet P. Hill, Ottawa, Ont., Chairman; Mr. George F. Henderson, K.C., Ottawa, Ont., company's nominee; and Mr. J. C. Watters, also of Ottawa, Ont., employees' nominee. The chairman was appointed on the joint recommendation of Messrs. Henderson and Watters.

The report of the Board included the terms of an agreement signed on behalf of both parties to the dispute. The agreement provides that a committee of the machinists shall have the right to wait upon the management of the Company at any reasonable time for the purpose of discussing matters affecting their employment, including the granting of increases to individual machinists. Provision is also made for a nine hour day and for the Saturday half-holiday during the summer months. The agreement takes up also the questions of rates for holidays and overtime, hours and rates for night shifts, and the qualifications and treatment of apprentices. The company further agreed that only journey-men machinists and apprentices would be employed in its shop at machinists' work. The agreement is to remain in force for one year from May 28, 1914, and thereafter until terminated by sixty days' notice by either party.

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REPORT OF BOARD.

The text of the report of the Board of Conciliation and Investigation in this matter is as follows:—

To the Honourable the Minister of Labour, Ottawa, Ont.

IN THE MATTER of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Ottawa Car Company, Limited (Employer), and its machinists (employees).

The Board of Conciliation and Investigation appointed herein under the provisions of the above mentioned Act, and composed of James Cameron Watters of the City of Ottawa, recommended by the employees; George Frederick Henderson of the same place, recommended by the Company, and Hamnet Pinhey Hill, of the same place, appointed on the joint recommendation of the other members of the Board by the Minister of Labour as Chairman of the Board, have the honour to report as follows:—

The Board met on the 11th day of May, 1914, and having subscribed and taken the oaths of office, it immediately procured a conference between representatives of the employees and the manager of the Company, looking to a settlement of the matters in dispute.

The Board met further on the 12th, 13th, 14th, 15th and 28th days of May, 1914, continuing the negotiations in the direction of settlement to a successful result, a written agreement being eventually entered into between the Company and the representative of the employees whom the Board understand to have been appointed by the employees at meetings held for that purpose. The Board has the honour to submit a copy of this agreement herewith, and the members of the Board are unanimously of the opinion that the agreement is fair and reasonable, and in the mutual interests of the parties concerned.

All of which is respectfully submitted.

(Sgd.) HAMNETT P. HILL,
Chairman.

(Sgd.) J. C. WATTERS.

(Sgd.) G. F. HENDERSON.

Ottawa, Ont., May 28, 1914.

This agreement made in duplicate the 28th day of May, A.D. 1914,

Between:

The Ottawa Car Manufacturing Company, Limited, hereinafter called "The Company," of the First Part;

and

The Machinists employed by the said Company, hereinafter called "The Machinists," of the Second Part.

Witnesseth that the parties hereto have agreed in manner following, that is to say:—

1. From and after the date of this agreement, the working hours in the Company's shop shall be as follows:—Fifty hours shall constitute a week's work, and shall be distributed as follows: nine hours in each day for the first five days of the week, from seven o'clock in the morning to twelve o'clock noon,

and from one o'clock in the afternoon until five o'clock in the afternoon, throughout the year on each day except Saturdays, and on Saturdays during the months from November to April, both inclusive; during the months from May to October, both inclusive, from seven o'clock in the morning till twelve o'clock noon. In other words, the Saturday half-holiday is recognized during the summer months.

All hours worked in excess of the hours above stated in any one day are to be considered as overtime, and are to be paid for as hereinafter provided.

Hours as provided for in the last preceding paragraph thereof are to be considered as day hours, but the fixing of these hours shall not be taken as preventing work on night shift. Hours for night shifts shall commence at five o'clock in the afternoon, and men working after five o'clock in the afternoon on night shift shall be paid ten per cent. increase in excess of their regular day wages, and shall also enjoy the same overtime rates as men employed on day work.

All overtime work will be paid for as follows:—From five o'clock p.m. to twelve o'clock p.m., time and one-half, and after twelve p.m. double time on regular working days; Saturday overtime after twelve noon, time and one-half up to twelve o'clock midnight.

Men shall not be required to work upon Sundays without their consent, and when they do so work are to be paid double time. Men working on statutory holidays shall be paid time and one-half; night work shall commence at five o'clock p.m., and so long as the practice of the shop is to work night shifts on five days only each week ten hours shall constitute an ordinary working night for a night shift.

2. Boys serving their apprenticeship to learn the trade shall be designated machinists' apprentices. Any boy engaged as an apprentice shall be over sixteen and under twenty-one years of age, and he must serve as an apprentice for not less than four years, and must be able to read and write, and must know the first four rules of arithmetic.

Apprentices shall be instructed as thoroughly as possible in all branches of the trade during their apprenticeship.

Apprentices will not be employed on overtime work except in case of emergency.

Apprentices who have graduated as apprentices by reason of having served their four years' term shall be brought to at least the minimum journeyman's pay one year after such graduation.

3. The machinists will from time to time appoint a committee of themselves, and shall notify the management of the Company of the names of the committees so appointed. This committee shall have power to act for the machinists on all matters, and shall have the right to wait upon the management of the Company at any reasonable time for the purpose of discussing any matters affecting the machinists in the course of their employment, and the Company agrees to receive such committee at such times, and to fairly discuss with them all such matters for the purpose of adjusting the same as may appear proper from time to time. The Company agrees that no discrimination will at any time be shown against any machinist being a member of any such committee because of anything done by him as such.

4. The Company for greater certainty further agrees that the question of the granting of increases to individual machinists shall be one of the matters which may be from time to time discussed by the committee hereinbefore mentioned.

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5. The Company agrees that only journeymen machinists and apprentices shall be employed in its shop at machinists' work.

6. This agreement shall remain in force for a period of one year from its date, and thereafter until it is terminated on sixty days' notice to be given by either party to the other, such notice to be effectively given to the machinists by placing it in a conspicuous place in the machine shop on the Company's works, and by personal communication to the members of the committee hereinafter mentioned.

As witness the signatures of the parties hereto by their properly appointed representatives.

Witness:—

(Sgd.) W. K. JEFFREY,

For the Company.

(Sgd.) H. P. HILL.

(Sgd.) J. C. WATTERS.

(Sgd.) G. F. HENDERSON.

(Sgd.) JOHN G. TUNSTALL,

For the Men.

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VIII.—APPLICATION FROM THE TORONTO HYDRO-ELECTRIC SYSTEM, AND ELECTRICAL WORKERS, MEMBERS OF LOCAL No. 353, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.—BOARD ESTABLISHED.—BOARD REPORT ACCOMPANIED BY A MINORITY REPORT.—SETTLEMENT EFFECTED.

Application received—May 9, 1914.

Parties concerned—Toronto Hydro-Electric System and electrical workers, members of Local No. 353, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages, hours and other conditions of employment; also alleged discrimination against members of Union.

Number of employees affected—Directly, 200; indirectly, 55.

Date of constitution of Board—May 27, 1914.

Membership of Board—His Honour Judge Colin G. Snider, Hamilton, Ont., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. W. Wegenast, Brampton, Ont., appointed on the recommendation of the employer; and Mr. Fred Bancroft, Toronto, Ont., appointed on the recommendation of the employees.

Report received—June 19, 1914.

Result of inquiry—The report of the Chairman and Mr. Bancroft was accepted by both parties to the dispute. Mr. Wegenast did not concur in the award.

On June 19 the Department received the report of the Board of Conciliation and Investigation appointed to inquire into certain matters in dispute between the Toronto Hydro-Electric System and its electrical workers, members of Local No. 353, International Brotherhood of Electrical Workers. The application stated that the matters at issue related to the employees' demand for the adoption of an agreement affecting wages, hours, and conditions of employment, also to alleged discrimination against members of the union. The number affected was placed at 200 directly and 55 indirectly.

A Board was established by the Minister on May 13, constituted as follows:

His Honour Judge Colin G. Snider, Hamilton, Ont., chairman; Mr. F. W. Wegenast, Toronto, Ont., nominated by the commissioners; Mr. Fred Bancroft, Toronto, Ont., nominated by the employees. The chairman was appointed by the Minister in the absence of a joint recommendation from Messrs. Wegenast and Bancroft.

The report which was signed by the chairman and Mr. Bancroft, stated that the most friendly relations existed between the employer and the employees throughout the whole investigation, but no agreement could be secured. It was, however, agreed by the parties that in all sub-contracts let by the employer for electrical work in the territory known as Greater Toronto, the fair wage clause in use from time to time by the City of Toronto in its contracts should be included. The report embodied a schedule of wages and working conditions which

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were recommended by the Board, the same to date from May, 1st, 1914, and to continue in force for a period of one year and thereafter, thirty days' notice in writing to be given by either party desiring to terminate same. In conclusion, it was stated that Mr. Wegenast did not concur in the findings of the other members of the Board and therefore had not joined in the report.

The findings of the Board were accepted by both parties concerned.

REPORT OF BOARD.

The text of the report of the Board of Conciliation and Investigation is as follows:—

IN THE MATTER of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Toronto Hydro-Electric System (Employer) and its employees, being electrical workers, members of Local 353, International Brotherhood of Electrical Workers.

To the Honourable the Minister of Labour, Ottawa, Ont.

The Board of Conciliation and Investigation appointed in relation to the differences between the employers and employees in this case met by appointment at the City Hall in Toronto on Thursday, the fourth day of June, 1914, and continued in session on the fifth and sixth days of June instant at Toronto and on the eleventh and thirteenth days of June instant at Hamilton.

The Board was met by Mr. H. H. Couzens, general manager for the employer, and Mr. P. E. Hart, its managing engineer, the appointed representatives of the employer, and also by Messrs. W. E. Kimball, J. B. Pegg and John Noble representing the employees. The views and contentions of each side and the exhibits produced by them respectively were considered, and each of the points in contention considered and discussed. On every opportunity the Board earnestly endeavoured to secure an agreement between the parties. The most friendly relations exist between the employer and the employees, and this relation continued and was manifest throughout the whole investigation, but no agreement could be secured. It seems to be the desire of both that the Board shall make a report, with a strong probability that such report may be accepted.

The employees submitted a schedule of wages and conditions containing 31 paragraphs, which they ask to have agreed to by the employer.

The employees during the proceedings in order to endeavour to meet the views of the employer withdrew paragraphs 8, 22, 23, 24, 25, 26 and 27 of their suggested schedule.

It was agreed between the parties that in all sub-contracts with a company, firm or person, let by the employer for electrical work to be done for it in the territory known as Greater Toronto, the "fair wage" clause from time to time in use by the city of Toronto in its contracts shall be included. The Board approves and hereby recommends the adoption of this agreement.

The Board reports that it recommends the following as the schedule to be adopted by the employer and employees for the period of one year commencing on the first day of May, 1914, and to continue in force after the expiration of such time until either employer or employees gives thirty days' notice in writing to the other of them of the termination thereof.

Schedule of Wages and Conditions.

recommended by the Board for acceptance by the parties:—

1. Nine (9) hours shall constitute a day's work. From 7 a.m. to 12 noon and 1 p.m. to 5 p.m., except wiremen's and metermen's, whose hours shall be as at present.

2. All employees included in this submission shall have the following holidays:—New Year's Day, Good Friday, Twenty-fourth of May, First of July, Labour Day, Civic Holiday, Thanksgiving Day, and Christmas, and every alternate Saturday afternoon off with pay unless otherwise set out hereinafter.

3. The first five (5) hours' overtime worked between 5 p.m. and 10 p.m. shall be computed at the rate of time and one-half of standard rate, additional overtime or overtime starting at 10 p.m. or later and before 5 a.m., shall be computed at the rate of double time of the standard rate, and shall continue (except for intermission for meals) until employee is relieved from duty, and if commencing at 5 a.m. or later and before 7 a.m., double time up to 7 a.m. All time worked on Sundays or holidays and on Saturday afternoon off to be computed at the rate of double time of the standard rate. All monthly men shall have two weeks' holidays with pay each year.

4. All lines carrying a voltage of over 650 volts shall be classed as high voltage lines.

5. When work is to be done on high voltage lines, not less than two journeymen are to be assigned to the job.

6. In case of trouble on high voltage lines not less than two journeymen must be sent out to repair the trouble, with any necessary assistance.

7. That at all times the Commission shall receive a grievance committee from any department. It is also agreed that the business agent of the local or a general officer of the organization may be a member of the men's committee.

8. Any employee who may be suspended for any cause whatever, and who after investigation is found not guilty of the offence for which he was suspended, shall be reinstated to his former position and be paid full wages for all lost time, from date of discharge or suspension to date of reinstatement.

9. A journeyman shall mean an employee who has had three years of experience in one or all branches of the electrical trade.

10. Apprentice shall mean an employee engaged in learning the trade of a lineman, trolleyman, mechanic, wireman, meterman or operator, and who has had less than three years at such trade.

11. Men acting as temporary foremen shall receive foremen rate of pay for the period for which they are so acting.

12. Seniority, other qualifications being equal, shall be the ground of promotion in the service.

13. The Commission shall not discriminate against union men.

14. All men employed in the electrical trade under supervision of the Commission are to be given a thorough instruction in the use of the pulmotor; also instructions in first aid, the instructions to be given in the Commission's time by a competent instructor. A work order will be issued to cover these instructions to line gangs. If the employer desires to give instructions in the evening, the men shall attend on being notified and shall receive standard pay for the time occupied in receiving the instructions.

15. All gangs and departments to be provided with a first aid kit.

16. Where a helper is required on live work an apprentice and not a labourer shall be assigned, unless herein otherwise provided.

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17. Patrolmen and repair men shall receive two weeks' holidays once a year with pay.

18. A suitable covering for wagons and automobiles will be arranged for protection in rough weather for all truck drivers and chauffeurs, troublemen, patrol and repair men.

19. One relief operator in addition to the one now employed shall be added in order to give each operator as nearly one shift off per week as can thereby be done.

20. Each relief operator must be in the same class as the operator he relieves.

21. No station operator, electrical mechanic, inside wireman, meter installer or station man shall be expected to work on five hundred volts, or over, live work or heavy dead work without sufficient assistance and proper precautions against danger, and where required to work on voltages of over 650 volts the general terms of this agreement as outlined above in regard to voltages will be maintained.

22. Trouble truck drivers, who have been one year in the service of the employer, will receive two weeks' holidays once a year with pay, and will work in shifts of eight hours, seven days a week.

23. All present conditions not herein provided for shall continue as heretofore.

24. Nothing herein contained shall be construed to reduce the pay of any employee now receiving a higher rate of pay for work classified below.

25. Mr. Frank W. Wegenast, the representative of the employer on the Board, does not agree with the undersigned members of the Board, and does not therefore join in this report.

Wage Schedule.

	Per hour.	Per month.
Foreman Lineman.....		\$105.00
Foreman trouble department.....		110.00
Sub-foreman.....		95.00
Journeyman lineman and trolley man.....	40c	
Journeyman mechanic	43c	
Journeyman wireman.....	41c	
Journeyman cableman.....	43c	
Cableman's helper.....	28c	
Journeyman meter installer.....		75.00
Journeyman troubelman.....		100.00
Journeyman first operator.....		90.00
Other operators to receive three per cent. increase		
Patrolmen and repairmen.....		83.00
Trouble truck driver.....		16.00 per week
Drivers.....		16.00 per week
Groundsman.....	26c	

Apprentices

	1st year per hour.	2nd year per hour.	3rd year per hour.
Line and trolley men.....	30c	31c	36c
Mechanics	27c	32c	35c
Wiremen.....	20c	25c	28c
	per month.	per month.	per month.
Metermen.....	\$75	\$60	\$70
Meter readers, minimum rate, \$50.00 per month.			

All of which is respectfully submitted.

Dated at Hamilton the 13th day of June, 1914.

COLIN G. SNIDER,
Chairman.
FRED BANCROFT,
For the Employees.

IX.—APPLICATION RECEIVED FROM THE LONDON HYDRO-ELECTRIC SYSTEM, AND ELECTRICAL WORKERS, MEMBERS OF LODGE NO. 120, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. — NO BOARD ESTABLISHED. — SETTLEMENT EFFECTED.

Application received—June 4, 1914.

Parties concerned—London Hydro-Electric Commission and electrical workers, members of Local No. 120, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 26; indirectly, 11.

A Board being established, Mr. John Jacobs, London, Ont., was, on recommendation of the employees, appointed a member. At this juncture formal procedure was stayed at the request of both parties, and a working arrangement was reached by direct negotiations.

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X.—APPLICATION RECEIVED FROM THE ST. JOHN RAILWAY COMPANY, ST. JOHN, N.B., AND EMPLOYEES, MEMBERS OF DIVISION NO. 663, AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC RAILWAY EMPLOYEES OF AMERICA. — BOARD ESTABLISHED.—UNANIMOUS REPORT OF BOARD.—TWO DAYS' STRIKE OCCURRED, BUT SETTLEMENT WAS ULTIMATELY EFFECTED.

Application received—June 6, 1914.

Parties concerned—St. John Railway Company, St. John, N.B., and employees, members of Division No. 663, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway.

Nature of dispute—Dismissal.

Number of employees affected—Directly, 90; indirectly, 60.

Date of constitution of Board—June 22, 1914.

Membership of Board—Mr. Robert T. Hayes, St. John, N.B., chairman, appointed on the joint recommendation of the other members of the Board; His Honour Judge J. G. Forbes, St. John, N.B., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. Jas. L. Sugrue, St. John, N.B., appointed on the recommendation of the employees.

Report received—July 8, 1914.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The Company refused to accept the award, and a strike of the employees followed which continued from July 22 to July 24, when an agreement was entered into by both parties concerned.

The report of the Board of Conciliation and Investigation which was established to deal with a dispute between the St. John Railway Company, of St. John, N.B., and its motormen, conductors, linemen, etc., was received on July 8. The report was signed by all three members of the Board. This dispute grew out of the alleged dismissal of one of the company's employees, who was the president of the Local Union of the Amalgamated Association of Street and Electric Railway Employees of America, and the employees' demand for his reinstatement. It was stated in the application that the same affected 90 employees directly and 60 indirectly.

The Board was established on June 10 and was composed of Mr. Jas. L. Sugrue, St. John, N.B., named by the employees; His Honour Judge J. G. Forbes, St. John, N.B., appointed by the Minister in the absence of any recommendation from the company, and Mr. Robert T. Hayes, St. John, N.B., chairman, appointed on the recommendation of the other Board members.

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The Board, in its report, stated that the evidence submitted was conflicting, rendering it difficult to arrive at a conclusion, but taking into consideration all the evidence furnished the Board, and in view of the conditions now existing, we think the action taken by the directors was properly taken to support the authority of the manager to preserve discipline, and for the best interest of the public, and with a due regard to public safety. Yet, in view of the fact that Mr. Ramsay was in the employ of the company for some ten years, we would strongly urge the company to find some employment for Mr. Ramsay in connection with their business." The Board recommended that the company, through its duly authorized officers, should meet and treat with the duly authorized officers of the Association on all subjects that may be of interest to their employees, and that all charges against employees should be fully investigated by an officer of the company, the employees to have the right of appeal at any reasonable time to the Board of Directors. The employees were willing to accept the report; the company declined to do so. A strike on the employees' part occurred on July 22, which was also stated to have followed upon certain further dismissals.

A settlement was effected in the evening of July 24 and an agreement in connection therewith signed by the president, vice-president and two directors of the company. Some disturbance occurred during the brief strike.

REPORT OF BOARD.

The text of the report of the Board in this matter is as follows:

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Saint John Railway Company of Saint John, N.B., (Employer), and its employees, being members of the Amalgamated Association of Street and Electric Railway Employees of America, Local Division No. 663 (Employees).

To the Honourable T. W. Crothers, Minister of Labour, Ottawa.

The Board of Conciliation appointed in relation to the differences between the above named parties met on Monday, the twenty-ninth of June, at 2.30 p.m., all the members of the Board being present. After each member of the Board had taken the oath prescribed by statute, the Board then and there proceeded to hear evidence, Mr. Sydney Mosher representing the men and T. R. Taylor, Esq., the railway company.

After some discussion and in view of the number of witnesses to be examined, it was agreed to appoint Miss Hawyard as stenographer and Thomas H. Gibbons constable. The Commission examined the following witnesses: Charles Ramsay, James Quinn, William Dobson, James Bazillion, Harry Ellis, Ernest Flewelling, Hazen K. McLean, Victor Tichborne, H. M. Hopper and Charles Ramsey in rebuttal, whose evidence is herewith enclosed.

It seems the difficulty arose over the dismissal of Mr. Ramsay, a conductor in the company's employ. The Board has gone very carefully and from the evidence herewith submitted we regret to find such conflicting evidence, rendering it difficult to arrive at a conclusion, but taking into consideration all the evidence furnished the Board, and in view of the conditions now existing, we think

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the action taken by the directors was properly taken to support the authority of the manager to preserve discipline, and for the best interest of the public, and with a due regard to public safety.

Yet in view of the fact that Mr. Ramsay was in the employ of the company for some ten years, we would strongly urge the company to find some employment for Mr. Ramsay in connection with their business.

We also recommend the company, through its duly authorized officers, shall meet and treat with the duly authorized officers of the association on all subjects that may be of interest to the employees who are members of the association.

All charges against members of the association shall be fully investigated by an officer of the company, and after such investigation, should the accused be found not guilty, he shall be reinstated and paid in full for all time lost.

Any member or committee of the association failing to get satisfaction shall have the right to appeal at any reasonable time to the Board of Directors of the company.

All of which is respectfully submitted.

R. T. HAYES,
Chairman.

JAMES L. SUGRUE,
For the Employees.

J. G. FORBES,
Appt. by Minister (for Company).

XI.—APPLICATION RECEIVED FROM CERTAIN MONTREAL CONTRACTORS AND OTHER RESPECTIVE EMPLOYEES, BEING CARPENTERS AND JOINERS, MEMBERS OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA.—BOARD ESTABLISHED.—UNANIMOUS REPORT OF BOARD.—SETTLEMENT EFFECTED.

Application received—June 15, 1914.

Parties concerned—Certain Montreal Contractors and their respective employees, being carpenters and joiners, members of the United Brotherhood of Carpenters and Joiners of America.

Applicants—Employees.

Nature of industry concerned—Carpentry work.

Nature of dispute—Alleged refusal of employers to comply with agreement of 1912.

Number of employees affected—About 500.

Date of constitution of Board—June 23, 1914.

Membership of Board—Honourable Mr. Justice J. Beaudin, Montreal, Que., Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. John J. York, Montreal, Que., appointed on the recommendation of the employers; and Mr. Gustave Francq, Montreal, Que., appointed on the recommendation of the employees.

Report received—July 21, 1914.

Result of inquiry—A strike had occurred on June 1 which continued until June 15, when through the efforts of an officer of the Department of Labour the differences in question were referred for adjustment under section 63 of the Act. The report of the Board was unanimous and was accompanied by an agreement signed on behalf of both parties concerned, effective to June 1, 1917, providing, among other things, for a Permanent Board of Arbitration.

The report of the Board of Conciliation and Investigation, which was established on June 18, to deal with a dispute between certain Montreal contractors and the carpenters and joiners in their employ, was received on July 21. The report was unanimous, and was accompanied by a memorandum of agreement between the parties concerned, effective from June 1, 1914, to June 1, 1917. This dispute grew out of the alleged unwillingness of the contractors concerned to comply with an agreement which had been made in 1912. The number of employees affected was estimated at about 500. There was a cessation of work on June 1, which continued until June 15, when through the efforts of Mr. DuBreuil, one of the officers of the Department of Labour, the differences in question were referred for adjustment under the provisions of the Industrial Disputes Investigation Act. The carpentry trade not being one of those to which the Act compulsorily applied, the reference was made under section 63 of the Act with the mutual consent of the parties affected.

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The Board was composed as follows: Messrs. John J. York, Montreal, and Gustave Francq, also of Montreal, appointed on the recommendation of the employers and the employees respectively, and the Honourable Mr. Justice J. Beaudin, Montreal, chairman, appointed on the joint recommendation of Messrs. Yorke and Francq.

A gratifying outcome of the reference of this dispute under the terms of the Act (through section 63) was the establishment of a permanent Board of Arbitration for the adjustment of minor disputes.

REPORT OF BOARD.

The text of the report of the Board in this matter is as follows:

MONTREAL, July 17, 1914.

F. A. Acland, Esq., Deputy Minister of Labour, Ottawa.

SIR,—The undersigned members of the Board of Conciliation and Investigation appointed under the Industrial Disputes Investigation Act, 1907, to settle the difficulty between the Montreal General Contractors' Association and the Carpenters' and Joiners' Brotherhood, by a commission dated June 23, 1914, have the honour to report as follows:

The proceedings of the Board of Conciliation and Investigation appear in the minutes hereto attached.

In consequence of these proceedings, the parties consented to sign an agreement for three years to begin on the first of June, 1914, as appears by said agreement also attached, and which ended the dispute submitted to the Board.

As far as it may be necessary, the members of this Board concur in the said agreement and believe that it is just and fair to both parties.

We may add that the relations between the employers and the employees throughout the sessions of the Board were most cordial. Both parties were evidently desirous to adjust their differences amicably, and have shown a great deal of deference towards the members of the Board.

Respectfully submitted.

(Sgd.) JOHN J. YORK.

(Sgd.) GUS. FRANCO.

(Sgd.) J. BEAUDIN, *Chairman*.

Revised Proposals for Agreement Between the General Contractors and the Brotherhood of Carpenters and Joiners, Approved by a Meeting of the General Contractors' Association Held July 13, 1914.

1. A three years' contract from June 1, 1914, to June 1, 1917.

2. *Hours of labour.* Nine hours from April 1 to Sept. 30, and eight hours from Oct. 1 to March 31. Saturdays to be five hours in summer and four in winter. The regular day's work shall begin at 7 a.m. in summer and 8 a.m. in winter, except when working double shift.

3. *Rate of wages.* 45c. per hour from the time of signing the agreement until June 1, 1915.

Time and a half to be paid for all work after the hours mentioned in clause 2 up to midnight.

Double time on all time after midnight, also on Sundays, New Year's Day, Good Friday, Dominion Day, Labour Day and Christmas Day.

4. A Board of Arbitration composed of seven members, three to be appointed by each party, and the chairman to be appointed by the representatives of both parties, and, if unable to agree, by the Minister of Labour.

5. The duties of the said permanent Board of Arbitration shall be:

(a) To meet on the fifteenth of January each year, and again at the call of the chairman, to draw up a schedule of wages to be in force for one year from the first June following.

(b) To meet from time to time to settle all difficulties that may arise between the Association and the Brotherhood, or between employers and employees; and, further, this Board shall have full power to deal with any violation of clauses six and seven of this agreement reported to said Board in writing.

6. The Brotherhood agrees that none of its members will work for less than the rate of wages provided for in this agreement.

7. The association agrees that none of its members will ask or compel the carpenters to work for less than the wages provided for in this agreement.

8. None but members of the Brotherhood to be employed by members of the Association, when available.

9. The provisions of this agreement shall apply on all sub-contracts, except those which are tendered upon before August 1, 1914.

10. Business agents of the Brotherhood to have the privilege of visiting works during the hours of labour.

11. Representatives of the Association to have the privilege of visiting works during the hours of labour and interviewing carpenters regarding cards of labour and wages.

12. This agreement to apply to the city of Montreal and vicinity.

Accepted as a binding contract this seventeenth day of July, 1914, at Montreal.

On behalf of the Employers:

The General Contractors' Association of Montreal.

(Sgd.) J. P. ANGLIN,
President.

(Sgd.) W. C. MUNN,
Hon. Secretary.

On behalf of the employees:

(Sgd.) J. A. LAFLAMME, *Sec. D. C.*

(Sgd.) R. C. LORD.

(Sgd.) L. GUERTIN.

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XII.—APPLICATION RECEIVED FROM THE DOMINION IRON AND STEEL COMPANY, SYDNEY, N.S., AND ELECTRICAL WORKERS, MEMBERS OF LOCAL NO. 293, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.—BOARD ESTABLISHED.—UNANIMOUS REPORT OF BOARD.—SETTLEMENT EFFECTED.

Application received—June 18, 1914.

Parties concerned—Dominion Iron and Steel Company, Sydney, N.S., and electrical workers, members of Local No. 293, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Alleged discrimination against members of the Union, resulting in dismissals.

Number of employees affected—Directly, 55; indirectly, 2,000 to 3,000.

Date of constitution of Board—July 14, 1914.

Membership of Board—Rev. I. W. MacMillan, Halifax, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. H. Chase, Wolfville, N.S., appointed on the recommendation of the employing company; and Mr. Arthur S. Kendall, M.D., Sydney, N.S., appointed on the recommendation of the employees.

Report received—August 15, 1914.

Result of inquiry—A unanimous report was presented by the Board and was accompanied by an agreement signed on behalf of both parties concerned.

The report of the Board of Conciliation and Investigation, which was established to deal with a dispute between the Dominion Iron and Steel Company, Sydney, N.S., and its electrical workers, relative to the alleged dismissal of certain workmen on account of their union membership, was received on August 15. The number affected was given in the application as 55 directly and from 2,000 to 3,000 indirectly.

The Board was established by the Minister on June 23, and was constituted as follows: Rev. Dr. I. W. MacMillan, Halifax, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. H. Chase, Wolfville, N.S., member appointed on the recommendation of the employing company; and Dr. A. S. Kendall, Sydney, N.S., member appointed on the recommendation of the employees.

The Board met in Sydney on August 11, and procured a conference between representatives of the parties looking to a settlement by conciliatory methods of the matter in dispute. The report was unanimous and states that “both parties entered readily into the endeavour to find a basis of agreement which should be mutually satisfactory, with the happy result that a memorandum was drawn up by the Board on the following day, and signed on behalf of both parties.” The memorandum of agreement provided for the re-employment of the discharged men as soon as possible, and was also designed to secure for employees the right of appeal to the superintendent of the department, the general superintendent, and the chief executive officer of the company in respect of any alleged grievances or unjust dismissals.

REPORT OF BOARD.

The text of the report of the Board in this matter is as follows:

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Dominion Iron and Steel Company, Ltd., and the International Brotherhood of Electrical Workers, Local Union 293 of Sydney, affiliated with the American Federation of Labour.

To the Honourable the Minister of Labour, Ottawa, Ont.

The Board of Conciliation and Investigation appointed herein under the provisions of the above mentioned Act, and composed of I. W. Macmillan, W. H. Chase and A. S. Kendall, have the honour to report as follows:

The Board met in Sydney on the eleventh day of August, 1914, and having subscribed and taken the oaths of office, it immediately procured a conference between representatives of the company and of the employees, looking to a settlement by conciliatory methods of the matter in dispute.

Both parties entered readily into the endeavour to find a basis of agreement which should be mutually satisfactory, with the happy result that a memorandum was drawn up by the Board on the following day and signed on behalf of both parties. A copy of this memorandum is submitted with this report.

The Board is pleased that it has been, in the circumstances, able to reach a unanimous conclusion, which has been accepted by both parties.

(Sgd.) I. W. MACMILLAN,
Chairman.

(Sgd.) W. H. CHASE.
(Sgd.) A. S. KENDALL.

Memorandum of agreement reached at the sitting of the Board of Conciliation and Investigation sitting in Sydney August 11 and 12, 1914.

The representatives of the company agree to re-employ the discharged men as soon as possible, giving them the first chance when electricians are required.

Whenever any employee of the company claims to have been discharged unjustly or to have any serious grievance in respect to his employment he shall have the right, accompanied by three men employed in the same department, to discuss his grievance with the superintendent of the department, and, if not satisfied with his decision, they may bring the matter to the general superintendent, and, if they so desire, to the chief executive officer of the company.

(Signed)

On behalf of the Dominion Iron and Steel Company, Limited,
C. S. MARTIN,
General Superintendent.

On behalf of the men employed in the Electrical Department,
BASIL H. BRAYE.

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XIII. — APPLICATION FROM THE DOMINION POWER AND TRANSMISSION COMPANY, LIMITED, HAMILTON, ONT., AND ELECTRICAL WORKERS, MEMBERS OF LOCAL NO. 390, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AND OTHERS.—BOARD ESTABLISHED.—SETTLEMENT EFFECTED.

Application received—July 15, 1914.

Parties concerned—Dominion Power and Transmission Company, Limited, Hamilton, Ont., and electrical workers, members of Local No. 390, International Brotherhood of Electrical Workers, and others.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages, hours and other conditions of employment.

Number of employees affected—Directly, 16; indirectly, 14.

Date of constitution of Board—August 10, 1914.

Membership of Board—His Honour Judge L. B. C. Livingstone, Welland, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. C. F. Maxwell, St. Thomas, Ont., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. John B. Pegg, Winnipeg, Man., appointed on the recommendation of the employees.

Report received—August 28, 1914.

Result of inquiry—Report of Board stated that on request of both parties concerned the investigation was not proceeded with.

The report was received on August 28 of the Board of Conciliation and Investigation which was established to deal with a dispute between the Dominion Power and Transmission Company, Limited, Hamilton, Ont., and its electrical workers, to the number of 16 directly and 14 indirectly. The matters in dispute related to a demand on the part of the employees for better working conditions, shorter hours, and increased wages.

The Board was established on July 22, Mr. John B. Pegg, Winnipeg, Man., being appointed on behalf of the employees; Mr. C. F. Maxwell, St. Thomas, Ont., on behalf of the company in the absence of any recommendation; and His Honour Judge L. B. C. Livingstone, Welland, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the foregoing members.

The Board found no serious difficulty existed and reported accordingly, the Department hearing nothing further of the friction leading to the call for a Board.

REPORT OF BOARD.

The text of the report of the Board in this matter is as follows:

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Dominion Power and Transmission Company, Limited, of Hamilton, Ont., (Employer), and certain of its employees, being electrical workers (Employees).

To the Honourable the Minister of Labour, Ottawa, Canada.

SIR,—The Board of Conciliation and Investigation appointed in relation to the differences alleged to exist between the employer and employees in this case met by appointment at the city hall in Hamilton on Monday, the twenty-fourth day of August, 1914, and continued in session on the following day.

The Board was met by Mr. E. T. Coleman, general manager of the Dominion Power and Transmission Company, and by Mr. Frank Haley, representing the employees. There were also present two of the employees affected. At the outset it was urged by Mr. Coleman that there was not, and never had been, any difference between the company and its employees within the meaning of the Act. He further contended that the employees desired that the proceedings before the Board should be discontinued, and he stated that they, or some of them, had signed a written request to that effect. A copy of this document was produced and read to the Board. Mr. Haley stated that he thought some pressure had been exerted upon the employees to induce them to make this request for a discontinuance of proceedings. Under the circumstances it was suggested that a meeting of the employees be held the following morning for the purpose of ascertaining their wishes with respect to the matter. Both Mr. Coleman and Mr. Haley undertook to facilitate this meeting and undertook to do nothing to influence the decision of the meeting. The Board approved of the holding of this meeting, and accordingly met the employees on Tuesday morning, August 25. Twenty-two were present, being practically all who were affected. None of the officials of the company nor of the labour union were present, and the situation was carefully explained to the men by the chairman and members of the Board. A vote was then taken by ballot to ascertain the sense of the meeting with reference to a continuance of proceedings. There were four votes in favour of proceeding, and eighteen votes against. Under all the circumstances, the Board arrived at the conclusion that it would not be in the interests of the parties concerned in this matter to continue the investigation, and begs leave to report accordingly.

(Sgd.) L. B. C. LIVINGSTONE,
Chairman.

(Sgd.) C. F. MAXWELL,
Employers.

(Sgd.) JOHN B. PEGG,
Employees.

Hamilton, August 25, 1915.

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XIV.—APPLICATION FROM THE OTTAWA ELECTRIC RAILWAY COMPANY, AND EMPLOYEES, MEMBERS OF DIVISION NO. 279, AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC RAILWAY EMPLOYEES OF AMERICA.—NO BOARD ESTABLISHED.—SETTLEMENT EFFECTED.

Application received—July 2, 1914.

Parties concerned—Ottawa Electric Railway Company and employees, members of Division No. 279, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway.

Nature of dispute—Wages, hours and recognition of the Union.

Number of employees affected—450.

A Board being established, Mr. A. E. Fripp, M.P., Ottawa, Ont., was appointed a member on behalf of the employees. Proceedings at this juncture were stayed, an agreement having been reached, effective to June 30, 1916.

A dispute between the Ottawa Electric Railway Company, of Ottawa, Ont., and its conductors, motormen, shop and shed men, etc., to the number of 450, was brought under the Industrial Disputes Investigation Act on application of the employees on July 2. A Board was established on July 6, Mr. A. E. Fripp, K.C., M.P., Ottawa, being appointed a member of the Board on the recommendation of the employees. Pending formal procedure the company and employees continued negotiations and an agreement was reached on July 9, extending the operation of the agreement of June 12, 1912, until June 30, 1916, with certain amendments. The memorandum of agreement was signed by Mr. Travers Lewis, K.C., on behalf of the company, and Mr. A. E. Fripp, K.C., M.P., Ottawa, on behalf of the employees, and was approved by Mr. T. Ahearn, president of the Ottawa Electric Railway Company.

The following is the text of the memorandum of agreement in question:

Memorandum of agreement made on the 9th day of July, 1914, by the undersigned, duly authorized by and on behalf of the Ottawa Electric Railway Company and the company's conductors, motormen and shop and shed men, respectively.

Whereas differences have arisen between the company and its said employees since the expiry on the 30th June last of the award of the Board of Conciliation under the Industrial Disputes Investigation Act, 1907, dated 12th June, 1912, and the parties have now reached an amicable settlement:

The undersigned accordingly agree with one another as follows:

(1) Each of the undersigned pledges himself that he is fully authorized by the respective parties whom he represents above mentioned, and on their behalf agrees that they will fully carry out and abide by the terms hereof:

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(2) The provisions of the award of the 12th June, 1912, are hereby extended and shall stand good for two years longer, namely, until 30th June, 1916 (sixteen), subject to the following amendments:

- (a) The following new scale of wages, to take effect from 1st July, 1914, until 1st July, 1916, and to be substituted for the scale set out in the concluding paragraphs of the former award, viz:

Conductors and Motormen—First year's service: 23 cents per hour for week days. Second year's service: 24 cents per hour for week days. Third year's service and upwards: 27 cents per hour for week days.

- (b) In addition thereto, 2 cents per hour extra to be paid all such employees for Sunday work.
- (c) Further, that spare men reporting for duty at six o'clock in the evening be allowed one hour's time if not then put on a run, provided that such spare men be outside at that time and available for duty at the direction of the inspector in charge.
- (d) The following shop and shed men to receive an increase of 2 cents per hour throughout, namely, machinists, blacksmiths, blacksmith helpers, field coil repairers, carpenters, oilers and greasers, and pit men.

(3) The former award of 12th June, 1912, as thus amended, to remain in force and operation until 30th June, 1916 (sixteen).

(Signed) TRAVERS LEWIS,
On behalf of the Company.

Approved:

(Signed) T. AHEARN.

(Signed) A. E. FRIPP,
On behalf of said Employees.

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XV.—APPLICATION FROM THE TEMISKAMING MINING COMPANY, AND MINERS, SURFACE LABOURERS AND MILLMEN, EMPLOYED AT COBALT, ONT., MEMBERS OF COBALT MINERS' UNION NO. 146, FEDERATION OF MINERS.—BOARD ESTABLISHED. — BOARD REPORT ACCOMPANIED BY MINORITY REPORT. — PRIOR TO INVESTIGATION THE COMPANY CEASED OPERATIONS.

Application received—July 16, 1914.

Parties concerned—Temiskaming Mining Company and miners, surface labourers and millmen employed at Cobalt, Ont., members of Cobalt Miners' Union No. 146, Western Federation of Miners.

Applicants—Employees.

Nature of industry concerned—Silver mining.

Nature of dispute—Proposed reduction of wages of certain employees.

Number of employees affected—About 125.

Date of constitution of Board—August 1, 1914.

Membership of Board—His Honour Judge A. A. Mahaffy, Bracebridge, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. R. P. Rogers, Cobalt, Ont., appointed on the recommendation of the employing company; and Mr. Jas. Dogue, Cobalt, Ont., appointed on the recommendation of the employees.

Reports received—September 3 and September 11, 1914.

Result of inquiry—Prior to the investigation the company had ceased operations owing to the European war. The Board approved of the reduction in wages, but recommended certain improvements in the conditions, to take effect when work was resumed. Mr. Dogue, in his minority report, supported the employees' contentions regarding wages.

On September 11 the report was received of the Board of Conciliation and Investigation which was established to deal with a dispute between the Temiskaming Mining Company, Limited, and the miners, surface labourers and millmen employed in its mines at Cobalt, Ont., members of Cobalt Miners' Union No. 146, Western Federation of Miners. The report was signed by the chairman and Mr. Rogers, the company's nominee. Mr. Dogue, on behalf of the employees, also presented a minority report in this matter.

The dispute grew out of a proposed reduction by the company of twenty-five cents per day in the wages of certain employees, the same to take effect on August 1, 1914. It was stated in the application that about 125 employees were affected by this change.

A Board was established by the Minister on July 24, Messrs. R. P. Rogers and Jas. Dogue, both of Cobalt, Ont., being appointed members thereof on the recommendation of the company and the employees respectively. Failing any joint recommendation from the foregoing members, the Minister completed the Board by the appointment on August 1 of His Honour Judge A. A. Mahaffy, Bracebridge, Ont., as chairman.

In its report the Board stated that on August 1, 1914, the Temiskaming Mining Company had ceased to operate owing to conditions brought about by the European war, and at the time of the investigation most of the employees had left Cobalt. Regarding the question of the proposed reduction the Board stated: "In March, 1914, the Temiskaming Mining Company came under new management, the directors of the Beaver Mining Company taking the place of the former Temiskaming Company directors, and these two companies have since been and are under the same directorate and management. The properties lie immediately contiguous to each other, the respective companies employ about the same number of men, the character of whose work and living conditions are so similar as to be practically identical. The proposed scale of wages would be uniform with the wages paid by the Beaver Company." The Board strongly recommended the urgent necessity of more thorough inspection and the bringing up to a proper standard of the general living conditions of employees in mines. The management of the Temiskaming Mining Company promised that on resumption of active mining these matters would be attended to and the men made comfortable.

Mr. Dogue, in his minority report, concurred in the Board's recommendations regarding the necessity for improved conditions in the camps, but objected to the proposed reduction.

A letter was received in the Department on September 15 from the president of the Temiskaming Mining Company, stating that since the present Board of Directors took over the property in March, 1914, steps had been taken to improve safety and sanitary conditions in the mines.

A letter was also received from the employees stating that on account of the crisis caused by the occurrence of the European war they had decided to allow the wage question between themselves and the company to remain in abeyance.

REPORT OF BOARD.

The text of the majority report in this matter is as follows:

The Industrial Disputes Investigation Act, 1907.

In the matter of a dispute between The Temiskaming Company (Employers) and the said company's employees, being miners, surface labourers and mill-men represented by Cobalt Miners' Union (Employees).

To the Honourable the Minister of Labour.

The Board of Conciliation and Investigation appointed under the above mentioned Act in this matter have the honour to report as follows:

The Board met at Cobalt on Aug. 14 and 15, 1914.

The company was represented by Mr. Moffatt, superintendent, and Mr. Tremayne, director, and the employees by Mr. Richardson of the Cobalt Miners' Union.

The dispute arose because the company had given notice of a proposed reduced scale of wages, to take effect on Aug. 1, 1914.

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Evidence was submitted on behalf of the employees and company respectively. The facts appear to be as follows:

In 1907 the company adopted a scale of wages which it has continued to pay up to Aug. 1, 1914. This scale was approved by the Cobalt Miners' Union at its adoption, and is higher than the wages paid by most of the mining companies in Cobalt. The total number of employees in the camp is estimated at about three thousand. With the exception of three small mines employing in the aggregate about fifty men, the Temiskaming seems to have been the only company which paid the higher scale approved by the Union. The proposed scale means a reduction of about twenty-five cents a day to about one hundred men, and is in substantial agreement with the scale followed by the other companies. Under the new scale the company also introduces a bonus system similar to what is followed in the Beaver mine, by which the management say certain men can (and in the Beaver do) materially add to their wages by extra work. The union opposes the bonus system as wrong in principle, in that it tends to overwork, and point out that in any event it does not apply generally but to certain underground workers only.

In March, 1914, the Temiskaming Mining Company came under new management, the directors of the Beaver Mining Company taking the place of the former Temiskaming Company directors, and these two companies have since been and are now under the same directorate and management. The properties lie immediately contiguous to each other, the respective companies employ about the same number of men, the character of whose work and living conditions are so similar as to be practically identical. The proposed scale of wages would be uniform with the wages paid by the Beaver Company.

The argument of the union is that owing to the increased cost of living the higher rate of wages heretofore paid by the Temiskaming Company should not be allowed to drop, but should continue quite irrespective of what may be paid in the other mines. These directors answer that they can see no good reason why the Temiskaming Mining Company should continue to pay any higher wages than are paid by practically all the other mining companies, and especially by the Beaver Mining Company, where conditions are precisely similar and where no complaint is made; that since assuming office they have found that the Temiskaming Mining Company was being run at a loss; that the proposed reduction is necessary as a matter of economy and also to equalize the rate of wages with that paid by the other companies in Cobalt, the companies specifically mentioned in this connection being the Beaver, O'Brien, Nipissing, Town Site, City of Cobalt, Buffalo, Crown Reserve, Kerr Lake, Penn Canadian, Bailey and Cobalt Lake, said to employ about 95 per cent of the mining men in the camp.

On Aug. 1, 1914, the Temiskaming Mining Company ceased to operate, and when the Board met on Aug. 14 most of the employees had left Cobalt. The company explain that the closing down was unavoidable, that owing to the European war the smelters declined to take their ore and the markets were closed to them. They are corroborated in this by the action of several other mining companies in Cobalt which also closed down about the same time for alleged similar cause.

While the evidence was being taken informal and friendly discussion and explanation between the parties was encouraged by the Board. The employees who attended availed themselves of the opportunity to impress upon the Board that men in mining camps often suffer acutely and unnecessarily from neglect of the companies to provide cleanly and sanitary water closets and urinals, clean

bedding and bedrooms, and proper and adequate heating and ventilation in winter. The new management of the Temiskaming Company promise that on resumption of active mining all these matters shall be duly attended to and the men made comfortable. The Board are satisfied that the free interchange of views has already created a better feeling and understanding between the parties and cannot fail to have a good effect in the future.

The conclusions of the Board are as follows:

1. A comparison of the rates of wages paid by practically all the mining companies in Cobalt with the rate heretofore paid by the Temiskaming Mining Company shows that the latter has paid on a higher scale than such other companies operating under similar conditions.

2. The proposed scale reduces the rate so as to agree with that of practically the whole camp, and no complaint has been made by the employees of the other companies as to wages.

3. The living and working conditions are almost entirely similar in all the mines in Cobalt, the only difference being that some (among which is the Temiskaming) are necessarily farther away from the town than others. In the opinion of the Board this difference does not in itself seriously interfere with the general living conditions of the employees.

4. In view of these facts and also of the fact that the Beaver and Temiskaming properties lie side by side, are now under the same directorate and management, and no complaint as to wages is made by the employees of the former, the Board are of opinion that it is unreasonable to expect the Temiskaming Mining Company to continue to pay a higher rate of wages than is paid throughout the rest of the camp. The enforcing of such higher rate against the wish of the new directorate and management would, in the circumstances here, seem to be a discrimination against this particular company not justified by the reasons advanced or the facts as they appear to the Board. Granted a fair and reasonable rate of wages as a basis, the efforts of the union should be directed towards a uniform advance if such is deemed necessary or desirable, rather than against one individual company whose offence seems to be that it has for some years paid according to the higher scale set or approved by the union, and now under new management and in the face of economic difficulty, finds itself obliged to go back to the scale of its sister companies.

The Board strongly recommend the urgent necessity of more thorough inspection and the bringing up to a proper standard of the general living conditions of employees in mines, especially as to cleanliness, sanitation and ventilation of the rooms and furnishings. These important matters are apparently left to the management of each individual company. In some instances the neglect of companies means much unnecessary discomfort and even suffering to the men. It was also pointed out and the Board calls attention to the fact that a generally well founded impression obtains among employees that if one of them ventures to complain or tell his troubles to a foreman or manager it means that he has displeased and is likely to lose his position in consequence. This happens so often as the result of a complaint, however well founded and reasonable, that it is said the majority suffer in silence rather than complain. If some way could be devised by which such petty tyranny could be overcome it would add materially to the comfort of men forced to live in camps. They ought to feel free to express a reasonable complaint without incurring displeasure or being punished by dismissal.

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Mining operations having ceased owing to extrinsic and uncontrollable causes as above explained, there can of course be no strike. The Board further reports that there is good reason to believe, and it ventures to think, that the bringing of the parties together in full and free explanation has been mutually productive of a better understanding, which must tend towards desirable results in the future.

All of which is respectfully submitted this twenty-sixth day of August, 1914.

(Sgd.) ARTHUR A. MAHAFFY,
Chairman.

(Sgd.) R. P. ROGERS.

MINORITY REPORT.

The text of Mr. Dogue's minority report in this matter is as follows:

The Industrial Disputes Investigation Act, 1907.

In the matter of a dispute between The Temiskaming Mining Company and its employees, *re* a proposed reduction in wages.

To the Honourable T. W. Crothers, Minister of Labour, Ottawa, Ont.

HON. SIR,—Being unable to agree to the findings of the Board, I herewith submit the following as a minority report. The evidence submitted by the employees that the scale of wages paid by the Temiskaming mine has been in force since the year 1907, and that since that time the cost of living had increased over ten per cent, thereby lowering the standard of living, as compared with the previous years by the decreased purchasing power of the dollar, which facts were admitted by the Board, is my reason for not concurring with the reduction of twenty-five cents.

As to the strong recommendations of the Board in reference to thorough inspection, and the bringing up to a proper standard of the general living conditions of the men in the mining industry, who by the nature of their employment are compelled through circumstances over which they have no control to live in bunk-houses, I am in accord, as the evidence submitted by the employees showed that the conditions of the camp were disgusting and inexcusable.

I am, Sir,

Yours truly,

(Sgd.) JAMES DOGUE,
Representing the Employees.

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XVI.—APPLICATION FROM THE MILLER LAKE O'BRIEN MINE, AND EMPLOYEES AT GOWGANDA, ONT.. MEMBERS OF GOWGANDA MINERS' UNION NO. 154, WESTERN FEDERATION OF MINERS.—BOARD ESTABLISHED.—BOARD REPORT ACCOMPANIED BY A MINORITY REPORT.—NO CESSATION OF WORK.

Application received—October 8, 1914.

Parties concerned—Miller Lake O'Brien Mine and employees at Gowganda, Ont., members of Gowganda Miners' Union No. 154, Western Federation of Miners.

Applicants—Employees.

Nature of industry concerned—Silver mining.

Nature of dispute—Proposed reduction of wages, conditions of employment and alleged discrimination against members of the Union.

Number of employees affected—Directly, 50; indirectly, 100.

Date of constitution of Board—November 5, 1914.

Membership of Board—His Honour Judge A. A. Mahaffy, Bracebridge, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. R. H. James, Cobalt, Ont.; appointed on the recommendation of the employing company; and Mr. Robt. A. Allen, Cobalt, Ont., appointed on the recommendation of the employees.

Reports received—November 27 and November 30, 1914.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Allen. The Board recommended that the employees should accept the reduced rates until the return of normal conditions. No cessation of work occurred.

The report of the Board of Conciliation and Investigation established to deal with a dispute between the Miller Lake O'Brien Mine and the Gowganda Miners' Union was received in the Department on November 30, bearing the signatures of the chairman, His Honour Judge Mahaffy, of Bracebridge, Ont., and Mr. R. H. James, of Cobalt, Ont.; also a minority report on November 27 bearing the signature of Mr. Robert A. Allen, of Cobalt, Ont., who was the nominee of the employees concerned on the Board.

In the application, which was received on October 8, it was stated that the dispute grew out of a proposed reduction of wages and charges for board, affecting 50 employees directly and 100 indirectly. The Board's attention was also drawn to the alleged insufficiency of notice given by the company of proposed changes; complaint was likewise made by the employees of alleged discrimination against members of their union and of the existence of improper sanitary conditions and of excessive charges for goods purchased at the company's store.

The Board, in its report, deals with all these various points, and outlines the efforts which were made to secure an amicable adjustment, stating that the majority of the English-speaking employees whom the Board members met, whilst preferring that there should be no reduction in wages, yet expressed their willingness to continue working at the reduced scale rather than to quit

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work or have the mine closed down. The Board found that the charge of discrimination was not well founded.

In his minority report, Mr. Allen maintained that the provisions of the Industrial Disputes Investigation Act had been distinctly violated by the company in respect of the notice given of the proposed wage changes, and claimed that the proposed scale would be the lowest paid to miners in the mining camps of the district. He was also of opinion that the charge of discrimination had been established.

Word reached the Department that no reduction in wages was made until after this report of the Board had been made. The parties succeeded in reaching a working arrangement and no further trouble was reported.

REPORT OF BOARD.

The text of the report of the chairman and Mr. R. H. James in this matter is as follows:

The Industrial Disputes Investigation Act, 1907.

In the matter of a dispute between the Miller Lake O'Brien Mine (Employer), and the Gowganda Miners' Union (Employees).

Hon. T. W. Crothers, Minister of Labour, Ottawa, Ont.

The Board of Conciliation appointed herein have the honour to report as follows:

The Board met at the Miller Lake O'Brien Mine on November 11, and at the village of Gowganda, a distance of four miles from the mine, on November 12, 1914. The employer was represented by Mr. Woodworth, manager of the mine, and Mr. Crowe, the mine captain. The employees were represented by Mr. Hardie, secretary of the Miners' Union, and Mr. Thompson, a member of that body.

The employees, through the union, had taken objection to proposed changes by the company, and a Board of Conciliation was appointed in respect of the following:

- (1) A change in reckoning the board account whereby employees are to be charged 75c per Sunday for board.
- (2) A technical objection that 30 days' notice had not been given of such proposed change.
- (3) A reduction of 20c per day in the wages of certain employees.
- (4) Excessive charges for goods supplied to employees at the company's store.
- (5) Discrimination against members of the Miners' Union.
- (6) Improper sanitary conditions. (This objection was raised only at the hearing.)

Reference will be made to these complaints by number.

As to number (2) (insufficient notice):

The company gave notice of the proposed extra boarding charge on September 14th, to take effect on the first of the following month. It was urged at the hearing that this notice did not comply with the requirements of the Act. The

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company's manager thereupon agreed that this change shall not come into effect until after the Board of Conciliation has made its report. The Board is, therefore, unanimous in concluding that the manager's agreement to defer action in this particular, removes all technical objection as to item (2), and it no longer forms a subject of controversy.

As to numbers (1) and (3), (increase in board and reduction in wages) :

It had been the company's custom to include board when fixing the rate of wages. This applied only to men boarded by the company, and not to householders. The company changed this custom by fixing the boarding rate at 75c per man per day, and in all cases affected, by increasing the rate of wages to the same extent. The men complain that by this change they are subjected to an additional charge of 75c per day for board on Sundays and other holidays.

The men also complain (number 3) of the reduction of 20c per day in wages.

The number of men at present affected by such reduction is 23 out of a total of 52. The number of men affected at present by the increased charge for board is 35. Allowing 4 Sundays or holidays per month (the total number of employees remaining at 52) the proposed changes mean a reduction to each man affected by both counts (wages and board) of 32½c per day. The total change, therefore, amounts to \$119.60 per month reduction in wages, and \$105.00 per month increase in board, being a total monthly loss to the men, and a corresponding gain to the company of \$224.60 per month.

The cost of living at Gowganda is higher than in similar mining-districts. Supplies have to be drawn a distance of 27 miles from the nearest railway, at a cost in summer of \$1.25 per 100 lbs., and in winter of about 65 cents per 100 lbs. It was shown that the Hewitt Lake mine at Gowganda (employing about 25 men) pays a higher rate of wages than the Miller Lake O'Brien mine. The men strongly emphasize and the company admit the higher cost of living at Gowganda, but the latter allege that owing to the physical condition of their mine, the present shortage of waterpower, the high cost of fuel, the low price of silver, and the general and unusual dislocation and uncertainties of business conditions, they are compelled to reduce expenses wherever possible, their only alternative being to close the mine until spring. They state that they prefer to close the mine until spring, and would save money by doing so, but are willing to run the mine with the above reduction, in order to give their men employment during the winter.

As to number (4) (excessive charges for provisions) :

Complaint is made that the prices charged by the company to householders for certain provisions is unduly high. The company answer that they stock groceries for their own use only, and not for sale; and that they much prefer their married men to purchase groceries elsewhere. There is a good general store at Gowganda, with telephone connections, where goods can be obtained at fair prices, and arrangements made for periodical deliveries. Your Board satisfied themselves as to these facts by visiting the store in question.

As to number (5) (discrimination) :

An effort was made to show that the company had dismissed certain employees because they were active members of the Miners' Union. This is denied by the company, who state that the Miller Lake mine is an "open" mine, employing both union and non-union men indiscriminately; that no question as to union membership is asked when hiring, and that in fact 80 per cent of their present employees are members of the union.

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As to number (6) (unsanitary conditions):

This complaint is that the sleeping rooms of the miners are infected with bed-bugs, a pest which seems to be generally prevalent in the sleeping apartments of mining camps, and is admittedly difficult to remove. After some discussion the manager promised greater vigilance, and that the rooms would be thoroughly cleansed and fumigated.

Our conclusions are as follows:

The changes in the board and wages account are the real causes of the dispute. Every effort was made to bring about an agreement; but we were invariably met, on the one hand, by the affirmed inability of the company from sheer force of circumstances beyond their control to avoid the reduction, and on the other by the apparent fear of the Gowganda union to consent to any reduction, chiefly lest it establish a precedent which might be used as a means of reducing wages in other mining districts.

The attitude of the union in thus striving to its utmost not only to maintain the present scale of wages, but to increase the same whenever possible, is not unreasonable from an employees' standpoint as a matter of general policy. It must not be lost sight of, however, that general rules must sometimes give way to special circumstances. In this instance very special circumstances, both local and general in character, have been shown. Had such special circumstances not been shown, we should have recommended that the rate of wages be allowed to remain at the former scale; but in view of all the conditions now obtaining, in our opinion, the men would be well advised to accept the proposed reduction until the return of normal conditions; after which the full rate should be restored.

Two of the members of the Board took occasion to interview a majority of the men affected by the reduction in wages, and to impress upon them the desirability of an agreement. Some of the men, largely unskilled, are foreigners, imperfectly acquainted with the English language, which increased the difficulty of coming to an understanding. The majority of the English speaking employees, while of course preferring that there should be no reduction in wages, yet expressed their willingness to continue working at the reduced scale rather than quit work, or have the mine closed.

With regard to the prices charged for certain provisions at the company's store, we suggest that unnecessary complaint would be avoided if the company adopt one of two courses, viz: to conform to prices at which similar goods can be delivered from Gowganda, or to discontinue the sale of that class of goods altogether.

The complaint as to discrimination does not appear to be well founded, and we believe that both sides now consider it to have been completely explained away.

While regretting our inability to adjust the main point of difference between the parties, viz: the reduction in wages, we feel satisfied that our efforts have not been without result. Both employer and employees have been brought closer together by learning that the motives of each other are not so bad as they were made to appear, through the distorting atmosphere of threatened conflict. The employees have been shown that the action of the employer has been due to economic pressure brought to bear from the outside, by the general difficulties which at present beset all business; and from the inside, by special difficulties of a local, and, we hope, temporary nature.

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Therefore, our conclusions rest, not upon artificial considerations set up to afford either side any undue advantage, but upon the action of a natural and well known law of business, which decides that high wages shall prevail when trade is good, and that low wages shall prevail when trade is bad. We found the representatives of the employees reasonable men, well informed of their own position; and we believe that these views have already been, or ultimately will be, shared by them; and, consequently, that a strike is highly improbable.

(Sgd.) R. H. JAMES,
Member.

(Sgd.) ARTHUR MAHAFFY,
Chairman.

Bracebridge, Ont., Nov. 17, 1914.

MINORITY REPORT OF MR. ROBT. A. ALLEN.

The Industrial Disputes Investigation Act, 1907.

In the matter of a dispute between the Miller Lake O'Brien Mine, Gowganda, Ont., *re* a proposed reduction in wages, etc.

To the Honourable T. W. Crothers, Minister of Labour, Ottawa, Ont.

HON. SIR,—Being unable to agree with the findings of the Board appointed to investigate the differences between the Miller Lake O'Brien mine and its employees, I, the undersigned member of the Board, submit the following as a minority report:

In my opinion the report of the Board does not take into sufficient consideration the evidence submitted during the investigation, in the fact that the matter of the company in breaking the Act on more than one occasion was passed over as trivial, no mention being made that the proposed wage is the lowest paid to a miner in this part of Northern Ontario; the cost of living and the manner in which the company's store was run being too lightly regarded. The question of discrimination was undoubtedly proved, and admitted by the company; and lastly, that myself as a member of the Board representing the employees was not considered when the employees concerned were individually interviewed.

Taking the items as they appear in the Board's report in due order, and for convenience of comparison, I will deal with the evidence submitted to the Board as it appeals to my judgment.

The first thing brought to the notice of the Board was that the company had made no reply to the charges according to (Sec. 19) of the Act, and that the registrar had not forwarded a copy on to the chairman (Sec. 22), which states that “. . . Registrar shall forward to the chairman a copy of the application for the appointment of such Board . . . and of the statement in reply, and the Board shall forthwith proceed to deal with the matters referred to in these documents.” The Miners' Union complied with the Act, and the company failing to do so made the case hard to present by the employees' representative, the chairman having no statement by the company, and the latter therefore continually diverging from the point in question.

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Items 1 and 2:

The notice posted on Sept. 14 was not produced by the company. The second notice posted on Sept. 24 reads as follows:

NOTICE.

Regarding previous notice dated Sept. 14, about charge for board, for example:

Men now getting \$2.00 per day and board will get \$2.75 per day and be charged 75 cents per day for board. This applies to all other rates.

MILLER LAKE O'BRIEN MINE,

Sept. 24, 1914.

K. D. WOODWORTH,
Manager.

Another instance of the company disregarding the law by not giving the necessary thirty days' notice.

Item No. 3:

Notice posted up regarding the reduction in wages read as follows:

NOTICE.

Owing to the unsettled financial conditions due to the present war, a general change in rate of wages will be made.

Notice is hereby given that the following rate of wages will take effect thirty days from this date:

Drill runners.....	\$3.30	Muckers.....	\$2.55
Drill helpers.....	2.80	Surface	\$2.30 and 2.55

Other rates on application. Board will be charged at the rate of 75 cents per day.

MILLER LAKE O'BRIEN MINE,

Sept. 24, 1914.

K. D. WOODWORTH,
Manager.

And reads exactly as if every man working at the mine would be reduced, and was misleading. At this stage of the investigation the company's manager produced Exhibit "A," showing number of men affected and the amount. This statement showed that only 23 men were affected by the reduction in wages, although they had previously employed from 125 to 150 men at the mine.

The company again violated the Act in hiring new men at the reduced scale after the application of the Board had been applied for; the chairman pointed out what the company were liable for in not concurring with the Act, and yet in the Board's report breaking the Act is counted as only technical.

The company declare that in lowering the scale of wages they were adjusting to the average wage paid in Cobalt, and in comparing the scales produced at the investigation I find that cagemen will be paid 25 cents less than the Cobalt rate, while the board is from 5 to 10 cents less in Cobalt at a number of the mines, and this with the cost of living higher in the Gowganda district by 20 per cent.

Here I wish to point out that if the proposed scale goes into effect, it will be the lowest wage paid to a miner in the northern mining camps. Witness Exhibit "B," Cobalt scale, and "C," Porcupine scale.

The Porcupine scale was awarded by the Board of Conciliation which sat in Porcupine September, 1912, (see sixth report of Industrial Disputes Investigation Act, 1907), and is the same scale as is being paid to-day by the Hollinger, Dome, McIntyre and others employing approximately 3,000 men, also recommended by the Board of Conciliation at Lorraine, February, 1911 (see *Labour Gazette*, Vol. 11, No. 9, page 982). Several other mining companies pay higher than this scale. Taking the lowest scale at Porcupine it is 25 cents more per day than the proposed scale at the Miller Lake O'Brien.

The other mine working in Gowganda, the Hewitt Lake Mining Company, employing 25 men (see scale, Exhibit D), you will note is at present paying \$1.07 more per day to the miners than the proposed scale; comparing the two scales, the Miller Lake O'Brien and the Hewitt mine, the mucker or unskilled labourer at the Hewitt Lake mine will receive 32½ cents more per day than the machine runner at the O'Brien mine, who is considered a practical miner. As to the cost of drawing supplies, it will now be the winter rate of 65 cents instead of \$1.25 as before per 100 lbs., which is to the company's profit.

Item 4:

In the Board's report it is not stated that the company has a general store, and after this store was opened up a notice appeared regarding trespassers being prosecuted. The following are a few of the prices that I have copied from the company's price list, and from the store:

At Gowganda.	Store at Gowganda.	Mine Store.
Flour.....	\$4.50 to \$5.00 per bag.	\$6.00 one price.
Sugar, white.....	8.00 " "	9.00
Sugar, brown.....	7.75 " "	8.25
Potatoes.....	2.50 " "	3.00
Wood, per cord.....	in town 3.50	at mine 5.30

It is strange why the married men would pay from ten to twenty per cent higher for their groceries than they could buy them for in town, after the manager stating that he would prefer to not sell groceries, that he could use them for the camp.

Item 5:

As to discrimination, it was pointed out and admitted that all men that had previously acted on committees to settle grievances and avoid trouble, were eventually discharged.

Item 6: Improper sanitary conditions.

I am pleased to concur in at least one of the Board's recommendations re sanitary conditions, which shows again a lack of enforcement on behalf of the company of the Provincial Health Laws, which by the way is general in the northern part of Ontario.

As to the employees accepting the reduction until the return of normal conditions, this is very indefinite, as we have no assurance from the company's manager that he will restore the original scale.

Therefore my conclusions are as follows:

In summing up, the majority report of the Board states that had such special circumstances not been shown, namely, "circumstances local and general in character, also the physical condition of the mine at present," we should have recommended that the rate of wages be allowed to remain at the former scale.

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Let us analyze these special conditions.

1st. Physical condition of the mine.

It was brought out in the evidence and not denied by the company's manager, that there was a large tonnage of ore broken on hand in the stopes, and also several rich veins.

2nd. As to local conditions.

Owing to the installation of a new power plant, at considerable expense, "which by the way came out of the profits of the mine," but at present is unsatisfactory, but may be in the near future, is in my opinion not sufficient argument to warrant the present reduction.

3rd. As to general conditions: relating to present low price of silver, a reduction in price from 55 cents to 48 cents per ounce.

It is generally conceded that the approximate cost of production is on an average from 13 cents to 16 cents per ounce, therefore silver at present 48 cents still leaves a large margin of profit to the company. Therefore, I submit that according to the evidence submitted by the employees that even the former scale was the lowest ever paid in the Gowganda camp, and the cost of living was proven to be, and admitted by the Board, 20 per cent higher than in other camps, the above conclusions alone go to show that there is no argument for a reduction.

I wish to point out that the chairman and company's representative took unfair advantage of the employees' representative on the Board, in interviewing the men individually, after the Board's work was supposed to be through, and the chairman in possession of a written statement of my conclusions, as the report says, "to impress upon them the desirability of an agreement"—"questions asked being: would you not prefer the reduction than to have the mine closed and lose your job?)—the chairman stating that he preferred not to see the men affected "en masse" because they would again have a spokesman. This in my opinion is not British fair play, and does not conform with the intent of the Act.

My conclusions are that the Industrial Disputes and Investigation Act has failed to be of any benefit to the miners of Northern Ontario.

Dated at Cobalt, Ont., this twenty-sixth day of November, 1914.

(Sgd.) ROBT. A. ALLEN,
Representing the Employees.

Respectfully submitted to the Hon. T. W. Crothers, Minister of Labour, Ottawa, Ont.

EXHIBIT "A."

Exhibit "A." showing the old rate and the new rate at the Miller Lake O'Brien mine, also the number of men affected by the reduction in wages.

Engineer.	Old Rate.	New Rate.
1 Engineer.....	4.35	\$4.25 12 hrs.
1 Blacksmith.....	4.25	4.05
1 Blacksmith Helper.....	3.25	3.05
2 Teamsters.....	3.00	55.00 per month.
3 Piston Drill Runners.....	3.50	3.30
3 Piston Drill Helpers.....	3.00	2.80
2 Deckmen.....	2.75	2.55
1 Cageman.....	2.75	2.55
5 Muckers.....	2.75	2.55
1 Helper (general underground).....	3.00	2.80
Men hired after Board had been applied for:—		
3 General Surfacemen.....	.....	2.55

These men were hired at the new rate. Board at 75c per day.

EXHIBIT "B."

Exhibit "B." showing the Cobalt mine manager's scale, which is the minimum wage paid in Cobalt.

Piston Drill Runners.....	\$3.25
Piston Drill Helpers.....	2.75
Muckers.....	2.50
Deckman.....	2.50
Cageman.....	2.50
Surfacemen.....	2.50
Engineers.....	3.50 9 hrs.
Blacksmith.....	3.50
Blacksmith Helper.....	2.75

Charges for Board are 60c, 65c and 70c per day.

EXHIBIT "C."

Exhibit "C" (1) showing the Porcupine scale as fixed by the Board of Conciliation that sat at Porcupine Sept., 1912, and is being paid at present at the Hollinger mine, McIntyre mine, Dome mine and other companies at Porcupine, employing over 3,000 men. This is the minimum wage paid in Porcupine.

(2) showing scale of wages paid at the Dome Lake mine, Miracle mine, Ray mine and Foley and O'Brien mine. In comparing these scales it will be seen that the latter companies pay a higher wage.

EXHIBIT "C" (1).

Drill Runners.....	\$3.50
Drill Helpers.....	3.00
Muckers.....	2.75
Blacksmith.....	4.25
Blacksmith Helpers.....	2.97
Engineers.....	4.25
Teamsters.....	2.75
Cagemen.....	3.00
Deckman.....	3.00
Surfacemen.....	2.50

Board and lodging, 75c per day.

EXHIBIT "C" (2).

\$4.00
3.50
3.25
4.50
3.50
4.50
65.00 per month.
3.00
3.00
2.75

EXHIBIT "D."

Exhibit "D," showing scale of wages paid by the Hewitt Lake mine, Gowganda.

Drill Runners.....	\$3.50
Drill Helpers.....	3.00
Muckers.....	2.75
Deckman.....	2.75
Engineers.....	100.00 per month.
Blacksmith.....	3.75
Blacksmith Helpers.....	2.50
Teamsters.....	2.50
Surfacemen.....	2.50

These wages include board in all cases.

(Sgd.) R. A. ALLEN.

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XVII. — APPLICATION FROM THE CITY OF EDMONTON, AND EMPLOYEES IN TELEPHONE, ELECTRIC LIGHT AND STREET RAILWAY DEPARTMENTS, MEMBERS OF LOCAL NO. 544, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AND NON-UNION POWER HOUSE EMPLOYEES. — BOARD ESTABLISHED.—UNANIMOUS REPORT OF BOARD.—SETTLEMENT EFFECTED.

Application received—October 13, 1914.

Parties concerned—City of Edmonton and employees in telephone, electric light and street railway departments, members of Local No. 544, International Brotherhood of Electrical Workers, and non-union power house employees.

Applicants—Employees.

Nature of industry concerned—Telephone, electric light, power, and street railway services.

Nature of dispute—Alleged reduction of wages without notice.

Number of employees affected—Directly, 255; indirectly, 55.

Date of constitution of Board—December 26, 1914.

Membership of Board—Honourable Mr. Justice J. D. Hyndman, Edmonton, Alta., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Kenneth W. Mackenzie, Edmonton, Alta., appointed on the recommendation of the Corporation of Edmonton; and Mr. John B. Pegg, Winnipeg, Man., appointed on the recommendation of the employees.

Report received—March 23, 1915.

Result of inquiry—Prior to the investigation by the Board, agreements were entered into between the Corporation of Edmonton and the electrical workers in the street railway, telephone and electric light departments. The Board dealt therefore only with the case of the power house employees. The report was signed by all three members of the Board, Mr. Pegg, however, dissenting on one point. The Board recommended that the power house employees should receive the same treatment in the matter of wages as that accorded to the other electrical workers. The award was accepted by both parties to the dispute.

The Minister received on March 23 the report of the Board of Conciliation and Investigation established under the Industrial Disputes Investigation Act, 1907, to deal with a dispute between the Corporation of the City of Edmonton and its power house employees.

The application, which was received on October 13, 1914, was made on behalf of the Corporation's employees in the telephone, electric light and street railway departments, members of Local No. 544 of the International Brotherhood of Electrical Workers, and the non-union power house employees. The total number affected was given as 255 directly and 55 indirectly. An adjustment of the dispute in so far as the electrical employees were concerned was effected on November 1 through the efforts of Mr. J. D. McNiven, one of the officers of the

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Department of Labour, who visited Edmonton for this purpose. No arrangement was, however, reached with the power house employees, and a Board was accordingly established by the Minister on November 17. The personnel of the Board was as follows: the Honourable Mr. Justice J. D. Hyndman, Edmonton, Alta., chairman, appointed by the Minister on the joint recommendation of the other members of the Board; Mr. Kenneth W. Mackenzie, Edmonton, Alta., named by the Corporation of Edmonton; and Mr. John B. Pegg, Winnipeg, Man., named by the employees.

In its report the Board expressed the view that the power house employees should receive the same treatment as that meted out to the electrical workers, and accordingly recommended that the city should pay the applicants their wages up to November 15 last on the scale in force prior to September 1 and that they should be reimbursed for the difference between the said scale and the amounts actually paid them; and, further, that from and after November 15, 1914, the scale of wages should be that in force prior to September 1 subject to the same percentages of reduction and on the same basis as has been applied since that date to the electrical workers, so that there should be no discrimination between these classes in the matter of deductions.

On April 5 the Department received formal notification on behalf of the employees concerned of their acceptance of the award of the Board.

REPORT OF BOARD.

In the matter of a dispute between the City of Edmonton and the non-union power house employees of the City of Edmonton.

To the Honourable T. W. Crothers, Minister of Labour, Ottawa.

SIR,—

1. The undersigned members of the Board appointed under the Act in this matter have the honour to report as follows:

2. The Board originally consisted of the chairman, Mr. J. K. Cornwall and Mr. John B. Pegg. The eleventh day of March was appointed as the date for the first meeting, all parties being duly notified. The chairman and Mr. Pegg met at the time and place appointed, but Mr. J. K. Cornwall, owing to engagements in the East, was unable to be present, and with the consent of the City of Edmonton the meeting was opened and proceeded, and in the meantime Mr. Kenneth W. Mackenzie was duly appointed in the place of Mr. Cornwall and took part in all the discussions at the further meetings held on the 12th and 13th and 15th March instant, as well as on the date of this report.

3. There were also present during the proceedings Mayor Henry, Mr. J. C. F. Bown, K.C., city solicitor; A. G. Harrison, city commissioner; and the employees were represented by Messrs. T. W. Weston, J. B. Short, and G. W. Duncan.

4. The dispute is due to the fact that the city on the 1st September, 1914, reduced the wages of the applicants without notice and also unduly discriminated against them in that they reduced their wages and salaries on said date while maintaining the wages and salaries of certain other branches of civic employment at their former scale.

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5. It was brought to the attention of the Board and admitted by the city that the electrical workers, whilst having been reduced on the 1st September in the same manner as the applicants, later on entered into an arrangement with the corporation that they be reimbursed the deduction up to the 15th November, 1914, that is, they should receive pay on the ante September scale up to the 15th November and since then a reduction of 5 to 40 per cent, according to the amount of wages the various classes received. In the case of the Police Department there was no such reduction, but the Board is of opinion that in a matter of this kind comparisons should be made with reference to allied or analogous classes of workers, as there might be valid reasons to maintain or reduce wages in one department of the city which might not have any application in another. We cannot see why a distinction should be made in the matter of reduction between the electrical workers and the applicants, and the representatives of the city, including the mayor, practically admitted that any discrimination would be quite unfair.

6. The Board are therefore unanimously of the view that the city should have paid the applicants their wages on the scale in force prior to the 1st September last up to the 15th November last, and recommend that the difference between the said scale and the amount paid be made up and paid to them forthwith.

7. And, further, that from and after the 15th November, 1914, the scale of wages should be that in force prior to the 1st September, subject to the same percentages of reduction and on the same basis as has applied since that date and now applies to the electrical workers so that there shall be no discrimination between these classes in the matter of deductions.

8. The applicants requested the Board to incorporate in this report a recommendation that the city enter into a permanent agreement with the employees affecting future work and services. To this the city objected. As this is a feature outside the scope of the inquiry the Board does not deem it its duty to make any recommendation at least without first instituting an inquiry into this subject, and prefers to leave this question to be decided between the parties whensoever the matter may be broached by either of them.

9. With respect to clause 8 hereof the Board is not unanimous, Mr. Pegg, the representative of the men, not being entirely satisfied therewith.

All of which is respectfully submitted.

(Sgd.) J. D. HYNDMAN, *Chairman.*

JOHN B. PEGG,
For the Employees.

K. W. MACKENZIE,
For the City of Edmonton.

Edmonton, March 16, 1915.

XVIII.—APPLICATION FROM J. D. McARTHUR & COMPANY, LIMITED, AND EMPLOYEES, BEING WORKMEN EMPLOYED IN THE EDMONTON, DUNVEGAN AND BRITISH COLUMBIA RAILWAY SHOPS AT WEST EDMONTON, ALTA.—BOARD ESTABLISHED.—INVESTIGATION NOT COMPLETED AT END OF FISCAL YEAR.

Application received—December 8, 1914.

Parties concerned—J. D. McArthur & Company, Limited, and employees, being workmen employed in the Edmonton, Dunvegan and British Columbia Railway shops at West Edmonton, Alta.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Reduction in wages.

Number of employees affected—127.

Date of constitution of Board—January 4, 1915.

Membership of Board—Honourable Mr. Justice J. D. Hyndman, Edmonton, Alta., chairman, appointed on the joint recommendation of the other members of the Board; Mr. O. M. Biggar, Edmonton, Alta., appointed on the recommendation of the employing company; and Mr. Wm. Macadams, Edmonton, Alta., appointed on the recommendation of the employees.

The investigation by the Board had not been completed at the close of the fiscal year.

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XIX.—APPLICATION FROM J. D. McARTHUR & COMPANY, LIMITED, AND EMPLOYEES, BEING TRAIN OPERATIVES ON THE EDMONTON, DUNVEGAN AND BRITISH COLUMBIA RAILWAY AND THE ALBERTA AND GREAT WATERWAYS RAILWAY.—BOARD ESTABLISHED. — INVESTIGATION NOT COMPLETED AT THE END OF THE FISCAL YEAR.

Application received—January 14, 1915.

Parties concerned—J. D. McArthur & Company, Limited, and employees, being train operatives on the Edmonton, Dunvegan and British Columbia Railway and the Alberta and Great Waterways Railway.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Reduction of wages.

Number of employees affected—

Date of constitution of Board—March 16, 1915.

Membership of Board—Mr. Samuel A. Dickson, Edmonton, Alta., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. C. M. Biggar, K.C., Edmonton, Alta., appointed on the recommendation of the employing company; and Mr. D. Campbell, Winnipeg, Man., appointed on the recommendation of the employees concerned.

The investigation by the Board had not been completed at the close of the fiscal year.

XX.—APPLICATION FROM THE CITY OF CALGARY, AND ELECTRICAL EMPLOYEES, MEMBERS OF LOCAL NO. 348, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.—BOARD NOT COMPLETED AT END OF FISCAL YEAR.

Application received—March 9, 1915.

Parties concerned—City of Calgary and electrical employees, members of Local No. 348, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages and termination of agreement.

Number of employees affected—30.

Messrs. R. A. Brown, Calgary, Alta., and John B. Pegg, Winnipeg, Man., were appointed members of the Board on the recommendation of the Corporation of Calgary and the employees respectively. At the close of the fiscal year the Board had not been completed by the appointment of a chairman.

IV.—Abstract of Proceedings under the
Industrial Disputes Investigation
Act, 1907, for the Eight Years
1907-1915, covering the entire
operations of the Statute.

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1. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYEES
AT SPRINGHILL, N.S.

Application received—April 8, 1907.

Parties concerned—Cumberland Railway and Coal Company and employees at Springhill, N.S.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Employment of non-union workmen.

Number of employees affected—1,700.

Date of constitution of Board—

Membership of Board—

Report received—

Result of inquiry—Employees went on strike thinking Nova Scotia exempt from the provisions of the Act. On explanation, they returned to work. No Board constituted. Difficulty amicably settled.

2. CANADA WEST COAL AND COKE COMPANY, TABER, ALTA., AND EMPLOYEES.

Application received—April 9, 1907.

Parties concerned—Canada West Coal and Coke Company, of Taber, Alta., and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Hours.

Number of employees affected—

Date of constitution of Board—

Membership of Board—

Report received—

Result of inquiry—Employing Company declared lockout in ignorance of the provisions of the Act. When informed by the Department, mines were re-opened. Subsequently an amicable settlement was effected through the Department's intervention. No Board constituted.

3. WESTERN COAL OPERATORS' ASSOCIATION AND EMPLOYEES.

Application received—April 9, 1907.

Parties concerned—Western Coal Operators' Association and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and other conditions of employment.

Number of employees affected—3,595.

Date of constitution of Boards—April 22, 1907.

Membership of Boards—The Honourable Sir William Mulock, K.C.M.G., Chief Justice of the Exchequer Division of the High Court of Justice of Ontario, chairman, appointed by the Minister in the absence of any joint recommen-

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dation from the other members of the Board; Mr. J. L. Parker, of Lee Lake Ranch, appointed on the recommendation of four of the employing companies, and Mr. Louis Philip Eckstein, of Fernie, B.C., appointed on the recommendation of the employees.

The Honourable Sir William Mulock, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Frank B. Smith, of Edmonton, Alta., appointed on the recommendation of the other three employing companies; and Mr. L. P. Eckstein, appointed on the recommendation of the employees.

Report received—May 29, 1907.

Result of inquiry—Employees, in ignorance of the provisions of the Act, went on strike. Both parties consented to the intervention of the Deputy Minister of Labour, as a conciliator under the Conciliation Act, 1900, and an agreement was effected, a further cessation of work being thereby averted. A standing committee of conciliation between the employers and employees was established.

4. GRAND TRUNK RAILWAY COMPANY AND MACHINISTS.

Application received—April 20, 1907.

Parties concerned—Grand Trunk Railway Company of Canada and machinists.

Applicants—Employées.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours, apprenticeship, reinstatement of former employees, etc.

Number of employees affected—400.

Date of constitution of Board—May 4, 1907.

Membership of Board—Professor Adam Shortt, Kingston, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employees.

Report received—May 21, 1907.

Result of inquiry—Differences adjusted and agreement concluded for period of one year, strike being thereby averted.

5. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYEES AT SPRINGHILL, N.S.

Application received—May 8, 1907.

Parties concerned—Cumberland Railway and Coal Company and employees at Springhill, N.S.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages.

Number of employees affected—1,700.

Date of constitution of Board—May 17, 1907

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Membership of Board—The Honourable Mr. Justice Graham, Halifax, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Mr. P. S. Archibald, Moncton, N.B., appointed on the recommendation of the employing company; and Mr. R. B. Murray, Springhill, N.S., appointed on the recommendation of the employees.

Report received—July 13, 1907.

Result of inquiry—Employees refused to accept findings of majority of Board, and ceased work on August 1; they returned to work on October 31, accepting the Board's recommendation.

6. SHIPPING FEDERATION OF CANADA, CANADIAN PACIFIC RAILWAY COMPANY,
AND LONGHOREMEN OF MONTREAL.

Application received—May 25, 1907.

Parties concerned—Shipping Federation of Canada, Canadian Pacific Railway Company, and Longshoremen of Montreal.

Applicants—Employees.

Nature of industry concerned—Shipping.

Nature of dispute—Wages.

Number of employees affected—1,600.

Date of constitution of Board—June 7, 1907.

Membership of Board—His Grace Archbishop Bruchesi, Montreal, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. G. W. Stephens, Montreal, appointed on the recommendation of the employing companies; and Mr. Joseph Ainey, Montreal, appointed on the recommendation of the employees.

Report received—June 17, 1907.

Result of inquiry—Employees signed individual agreements based upon the recommendations of the Board. A strike had preceded application for Board, but men then returned to work and awaited Board's findings, no further cessation of work occurring.

7. ALBERTA RAILWAY AND IRRIGATION COAL COMPANY, ALTA., AND EMPLOYEES.

Application received—May 27, 1907.

Parties concerned—Alberta Railway and Irrigation Coal Company of Lethbridge, Alta., and employees of coal mines.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Conditions of employment.

Number of employees affected—400.

Date of constitution of Board—

Membership of Board—

Report received—

Result of inquiry—Amicable settlement effected while Board was in process of constitution, strike being thereby averted.

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8. THE FURNESS WITHY COMPANY, ET AL, HALIFAX, N.S., AND LONGSHOREMEN

Application received—May 31, 1907.

Parties concerned—Furness Withy Company, Cunard & Company, Pickford, Black & Company, of Halifax, N.S., and Longshoremen.

Applicants—Employers.

Nature of industry concerned—Shipping.

Nature of dispute—Wages.

Number of employees affected—500.

Date of constitution of Board—

Membership of Board—Mr. James Hall, Halifax, appointed on the recommendation of the employing companies; Mr. Philip Ring, Halifax, appointed on the recommendation of the employees.

Report received—

Result of inquiry—Employees, in ignorance of the provisions of the Act, went on strike. Amicable settlement by Department's Fair Wages Officer while Board was in process of constitution, further cessation of work being thereby averted.

9. GRAND TRUNK RAILWAY COMPANY AND LOCOMOTIVE ENGINEERS.

Application received—June 27, 1907.

Parties concerned—Grand Trunk Railway Company of Canada and its Locomotive Engineers.

Applicants—Employers.

Nature of industry concerned—Railways.

Nature of dispute—Wages and rules.

Number of employees affected—1,300.

Date of constitution of Board—July 18, 1907.

Membership of Board—Professor Adam Shortt, Kingston, Chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing company; and Mr. John Cardell, Calgary, Alta., appointed on the recommendation of the employees.

Report received—August 16, 1907.

Result of inquiry—Differences adjusted and agreement for three years concluded, a strike being thereby averted.

10. INTERCOLONIAL RAILWAY AND FREIGHT HANDLERS AT HALIFAX, N.S.

Application received—July 10, 1907.

Parties concerned—Intercolonial Railway Company of Canada and freight handlers in its employ at Halifax, N.S.

Applicants—Employers.

Nature of industry concerned—Railways.

Nature of dispute—Wages and classification of employees.

Number of employees affected—250.

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Date of constitution of Board—July 22, 1907.

Membership of Board—Professor Walter Murray, Halifax, chairman, appointed on the joint recommendation of the other members of the Board; Mr. Henry Holgate, C.E., Montreal, appointed on the recommendation of the Government Railways Managing Board; and Mr. R. E. Finn, M.P.P., Halifax, appointed on the recommendation of the employees.

Report received—August 12, 1907.

Result of inquiry—Settlement effected, a further cessation of work being thereby averted.

11. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYEES AT SPRINGHILL, N.S.

Application received—July 12, 1907.

Parties concerned—Cumberland Railway and Coal Company and employees at Springhill, N.S.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—1,700.

Date of constitution of Board—July 27, 1907.

Membership of Board—His Honour Judge Patterson, New Glasgow, N.S., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. P. S. Archibald, Moncton, N.B., appointed on the recommendation of the employing Company; and Mr. R. B. Murray, Springhill, appointed on the recommendation of the employees.

Report received—September 21, 1907.

Result of inquiry—Employees had refused to accept the recommendations of the Board appointed May 17, and were on strike before present Board concluded. Strike ended October 31, employees returning to work on the conditions recommended in the report of the first board.

12. MONTREAL COTTON COMPANY, VALLEYFIELD, QUE., AND EMPLOYEES.

Application received—August 26, 1907.

Parties concerned—Montreal Cotton Company, of Valleyfield, Que., and employees.

Applicants—Employees.

Nature of industry concerned—Textile.

Nature of dispute—Wages and conditions.

Number of employees affected—2,200.

Date of constitution of Board—September 4, 1907.

Membership of Board—The Honourable Mr. Justice Fortin, Montreal, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Duncan McCormick, K.C., Montreal, appointed on the recommendation of the employing company; and Mr. Wilfrid Paquette, Montreal, appointed on the recommendation of the employees.

Report received—September 24, 1907.

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Result of inquiry—Differences adjusted, agreement concluded, and permanent Committee of Conciliation established. It is to be noted that in this case, the industry not being one to which the Act applies expressly, the dispute was referred by consent of both parties under Sec. 63.

13. CANADIAN PACIFIC RAILWAY COMPANY AND RAILROAD TELEGRAPHERS.

Application received—September 5, 1907.

Parties concerned—Canadian Pacific Railway Company and railroad telegraphers.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and rules.

Number of employees affected—1,656.

Date of constitution of Board—September 16, 1907.

Membership of Board—Professor Adam Shortt, Kingston, chairman, appointed on the joint recommendation of the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing company; Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employees.

Report received—October 12, 1907.

Result of inquiry—Differences adjusted and agreement concluded, a strike being thereby averted.

14. CANADIAN CONSOLIDATED MINING & SMELTING COMPANY, MOYIE, B.C.,
AND EMPLOYEES.

Application received—September 11, 1907.

Parties concerned—Canadian Consolidated Mining & Smelting Company of Moyie, B.C., and employees.

Applicants—Employees.

Nature of industry concerned—Metal mining.

Nature of dispute—Wages and hours.

Number of employees affected—400.

Date of constitution of Board—September 23, 1907.

Membership of Board—His Honour Judge P. E. Wilson, Cranbrook, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. A. Harvey, Cranbrook, appointed on the recommendation of the employing company; and Mr. S. S. Taylor, K.C., Nelson, B.C., appointed on the recommendation of the employees.

Report received—December 28, 1907.

Result of inquiry—Settlement effected, a strike being thereby averted. The inquiry also had the effect of influencing the settlement of other differences in the industry in various parts of the province.

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15. HILLCREST COAL AND COKE COMPANY, HILLCREST, ALTA., AND EMPLOYEES.

Application received—September 11, 1907.

Parties concerned—Hillcrest Coal & Coke Company, Limited, of Hillcrest, Alberta, and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—70.

Date of constitution of Board—September 24, 1907.

Membership of Board—The Honourable C. W. Fisher, Speaker of the Legislative Assembly of Alberta, chairman, appointed by the Minister, in the absence of any joint recommendation from the other members of the Board; Mr. John R. McDonald, Hillcrest, appointed on the recommendation of the employing company; and Mr. Frank H. Sherman, Taber, Alberta, appointed on the recommendation of the employees.

Report received—November 4, 1907.

Result of inquiry—Settlement effected, a strike being thereby averted.

16. HOSMER MINES, HOSMER, B.C., AND EMPLOYEES.

Application received—September 16, 1907.

Parties concerned—Hosmer Mines, of Hosmer, B.C., and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—100.

Date of constitution of Board—September 30, 1907.

Membership of Board—His Honour Judge P. E. Wilson, Cranbrook, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Frank B. Smith, Edmonton, Alberta, appointed on the recommendation of the employing company; Mr. Frank H. Sherman, Taber, Alberta, appointed on the recommendation of the employees.

Report received—October 21, 1907.

Result of inquiry—Board's report made basis of subsequent agreement, a strike being thereby averted.

17. CANADA WEST COAL & COKE COMPANY, TABER, ALTA., AND EMPLOYEES.

Application received—November 5, 1907.

Parties concerned—Canada West Coal & Coke Company, of Taber, Alberta, and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, hours, and other conditions of employment.

Number of employees affected—150.

Date of constitution of Board—November 20, 1907.

Membership of Board—The Honourable Mr. Justice Stuart, Calgary, Alberta, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. S. A. Jones, Taber, Alberta, appointed on the recommendation of the employing company; and Mr. Frank H. Sherman, Taber, appointed on the recommendation of the employees.

Report received—December 20, 1907.

Result of inquiry—Differences adjusted and agreement concluded dating from December 9, 1907, to March 31, 1909, a strike being thereby averted.

18. DOMESTIC COAL COMPANY, TABER, ALTA., AND EMPLOYEES.

Application received—November 5, 1907.

Parties concerned—Domestic Coal Company, of Taber, Alberta, and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, hours, and other conditions of employment.

Number of employees affected—50.

Date of constitution of Board—November 20, 1907.

Membership of Board—The Honourable Mr. Justice Stuart, Calgary, Alberta, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. R. Duggan, Taber, Alberta, appointed on the recommendation of the employing company; and Mr. Frank H. Sherman, Taber, Alta., appointed on the recommendation of the employees.

Report received—December 28, 1907.

Result of inquiry—Differences adjusted and agreement concluded dating from December 9, 1907, to March 31, 1909, a strike being thereby averted.

19. DUGGAN HUNTRODS AND COMPANY, TABER, ALTA., AND EMPLOYEES.

Application received—November 5, 1907.

Parties concerned—Duggan Huntrods & Company, of Taber, Alberta, and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, hours, and other conditions of employment.

Number of employees affected—40.

Date of constitution of Board—November 20, 1907.

Membership of Board—The Honourable Mr. Justice Stuart, Calgary, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Joseph Shorthouse, Taber, Alberta, appointed on the recommendation of the employing company; and Mr. Frank H. Sherman, Taber, Alberta, appointed on the recommendation of the employees.

Report received—December 28, 1907.

Result of inquiry—Differences adjusted and agreement concluded dating from December 9, 1907, to March 31, 1909, a strike being thereby averted.

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20. STRATHCONA COAL COMPANY, EDMONTON, ALTA., AND EMPLOYEES.

Application received—November 12, 1907.

Parties concerned—Strathcona Coal Company, of Edmonton, Alberta, and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, hours and other conditions of employment.

Number of employees affected—40.

Date of constitution of Board—December 2, 1907.

Membership of Board—Mr. George Montgomery, Edmonton, Alberta, chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. L. Otter, Edmonton, appointed on the recommendation of the employing company; and Mr. Frank H. Sherman, Taber, Alberta, appointed on the recommendation of the employees.

Report received—December 28, 1907.

Result of inquiry—Differences adjusted and agreement concluded dating from September 23, 1907, to March 31, 1909, a strike being thereby averted.

21. GRAND TRUNK RAILWAY COMPANY AND RAILROAD TELEGRAPHERS.

Application received—November 19, 1907.

Parties concerned—Grand Trunk Railway Company of Canada and railroad telegraphers.

Applicants—Employers.

Nature of industry concerned—Railways.

Nature of dispute—Wages and other conditions of employment.

Number of employees affected—300.

Date of constitution of Board—November 30, 1907.

Membership of Board—Professor Adam Shortt, Kingston, chairman, appointed on the joint recommendation of the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing Company; Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employees.

Report received—January 23, 1908.

Result of inquiry—Differences adjusted and agreement concluded dating from January 1, 1908, a strike being thereby averted.

22. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYEES AT SPRINGHILL, N.S.

Application received—November 21, 1907.

Parties concerned—Cumberland Railway & Coal Company and employees at Springhill, N.S.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and other conditions of employment.

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Number of employees affected—1,700.

Date of constitution of Board—December 24, 1907.

Membership of Board—His Honour Judge Patterson, New Glasgow, N.S., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Hiram Donkin, Halifax, appointed by the Minister in the absence of any recommendation from the employing company; and Mr. R. B. Murray, Springhill, N.S., appointed on the recommendation of the employees.

Report received—January 22, 1908.

Result of inquiry—Employees willing to accept Board's unanimous report, company unwilling. No further cessation of work took place.

23. CANADIAN PACIFIC RAILWAY COMPANY AND CARMEN ON WESTERN LINES.

Application received—November 22, 1907.

Parties concerned—Canadian Pacific Railway Company and carmen employed by company on western lines.

Applicants—Employers.

Nature of industry concerned—Railways.

Nature of dispute—Wages and hours.

Number of employees affected—1,215.

Date of constitution of Board—November 26, 1907.

Membership of Board—Professor E. Odium, Vancouver, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. A. M. Nanton, Winnipeg, Man., appointed on the recommendation of the employing company; Mr. J. H. McVety, Vancouver, B.C., appointed on the recommendation of the employees.

Report received—December 23, 1907.

Result of inquiry—Board's report accepted by both parties as basis of settlement, a strike being thereby averted.

24. MCKINLEY-DARRAGH COMPANY, COBALT, ONT., AND EMPLOYEES.

Application received—December 9, 1907.

Parties concerned—McKinley-Darragh Mining Company, Limited, of Cobalt, Ont., and its employees.

Applicants—Employees.

Nature of industry concerned—Metal mining.

Nature of dispute—Wages and hours.

Number of employees affected—120.

Date of constitution of Board—December 21, 1907.

Membership of Board—Professor Adam Shortt, Kingston, chairman, appointed on the joint recommendation of the other members of the Board; Mr. E. C. Kingswell, Haileybury, Ont., appointed on the recommendation of the employing company; and Mr. John A. Welch, Cobalt, Ont., appointed on the recommendation of the employees.

Report received—January 22, 1908.

Result of inquiry—Strike averted.

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25. CANADIAN NORTHERN RAILWAY COMPANY AND FIREMEN, ENGINEMEN AND HOSTLERS.

Application received—December 19, 1907.

Parties concerned—Canadian Northern Railway Company and firemen, engine-men and hostlers in its employ.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Relations of Union to employer.

Number of employees affected—359.

Date of constitution of Board—January 8, 1908.

Membership of Board—Professor Adam Shortt, Kingston, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. H. Richardson, Toronto, appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employees.

Report received—January 25, 1908.

Result of inquiry—Differences amicably adjusted, a strike being thereby averted.

26. DOMINION COAL COMPANY, DOMINION, C.B., AND EMPLOYEES.

Application received—January 4, 1906.

Parties concerned—Dominion Coal Company, of Dominion, C.B., and members of the Provincial Workmen's Association.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—7,000.

Date of constitution of Board—February 23, 1908.

Membership of Board—Professor Adam Shortt, Kingston, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. Dix Fraser, New Glasgow, N.S., appointed on the recommendation of the employing company; Dr. A. S. Kendall, M.P.P., Sydney, N.S., appointed on the recommendation of the employees.

Report received—March 23, 1908.

Result of inquiry—Differences adjusted and agreement concluded effective from March 16, 1908, to December 31, 1909, a strike being thereby averted.

27. GRAND TRUNK RAILWAY COMPANY AND CARMEN.

Application received—January 8, 1908.

Parties concerned—Grand Trunk Railway Company of Canada and carmen in its employ.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—800.

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Date of constitution of Board—January 28, 1908.

Membership of Board—Professor Adam Shortt, Kingston, chairman, appointed on the recommendation of the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing company; Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employees.

Report received—February 28, 1908.

Result of inquiry—Differences amicably adjusted, a strike being thereby averted.

28. TEMISKAMING & HUDSON BAY MINING COMPANY, COBALT, ONT., AND EMPLOYEES.

Application received—January 9, 1908.

Parties concerned—Temiskaming and Hudson Bay Mining Company, Limited, of Cobalt, Ont., and employees.

Applicants—Employees.

Nature of industry concerned—Metal mining.

Nature of disputes—Wages and hours.

Number of employees affected—50.

Date of constitution of Board—January 31, 1908.

Membership of Board—Professor S. J. McLean, Toronto, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. M. F. Pumaville, New Liskeard, Ont., appointed on the recommendation of the employing company; and Mr. C. B. Duke, Cobalt, Ont., appointed on the recommendation of the employees.

Report received—February 13, 1908.

Result of inquiry—Findings of Board accepted by men, but not by company. No cessation of work.

29. HAMILTON STREET RAILWAY COMPANY, ET AL, AND EMPLOYEES.

Application received—January 25, 1908.

Parties concerned—Hamilton Street Railway Company, the Hamilton and Dundas Railway Company and the Hamilton and Burlington Railway Company and their employees.

Applicants—Employees.

Nature of industry concerned—Street Railways.

Nature of dispute—Relations of union to employing companies.

Number of employees affected—Directly, 120; indirectly, 75.

Date of constitution of Board—February 17, 1908.

Membership of Board—His Honour Judge Monck, County Judge of Wentworth County, chairman, appointed on the joint recommendation of the other members of the Board; Mr. William Bell, K.C., Hamilton, appointed on the recommendation of the employing companies, and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employees.

Report received—April 8, 1908.

Result of inquiry—Strike averted.

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30. JOHN MARSH, ET AL, COAL MINE OPERATORS, WOODPECKER, ALTA., AND EMPLOYEES.

Application received—February 10, 1908.

Parties concerned—John Marsh, John Howells, Stevens Brothers, coal mine operators at Woodpecker, Alberta, dealt with as a whole, and employees.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—100.

Date of constitution of Board—February 25, 1908.

Membership of Board—The Honourable Mr. Justice Stuart, Calgary, chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. E. Bullock, Taber, Alberta, appointed on the recommendation of the employers; and Mr. Frank H. Sherman, Taber, appointed on the recommendation of the employees.

Report received—April 6, 1908.

Result of inquiry—Mines had closed down for lack of orders. Wage scale recommended by majority of Board. Minority report made other recommendation.

31. DOMINION MARINE ASSOCIATION AND GREAT LAKES SEAMEN.

Application received—March 6, 1908.

Parties concerned—Dominion Marine Association and Great Lakes seamen.

Applicants—Great Lakes seamen.

Nature of industry concerned—Shipping.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—450.

Date of constitution of Board—April 1, 1908.

Membership of Board—Professor Adam Shortt, Kingston, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. James Stewart, Kingston, appointed by the Minister in the absence of any recommendation from the Dominion Marine Association; and Mr. John A. Flett, Hamilton, Ont., appointed on the recommendation of the employees.

Report received—April 14, 1908.

Result of inquiry—Strike averted.

32. MANITOBA AND SASKATCHEWAN COAL COMPANY, BIENFAIT, SASK., AND EMPLOYEES.

Application received—March 16, 1908.

Parties concerned—Manitoba and Saskatchewan Coal Company, Limited, of Bienfait, Sask., and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of disputes—Wages and hours.

Number of employees affected—50.

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Date of constitution of Board—April 22, 1908.

Membership of Board—His Honour Judge Dawson, Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Geo. R. Crowe, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. F. H. Sherman, Taber, Alberta, appointed on the recommendation of the employees.

Report received—December 8, 1908.

Result of inquiry—Strike averted.

33. WESTERN DIVISION COLLIERIES, TAYLORTON, SASK., AND EMPLOYEES.

Application received—March 16, 1908.

Parties concerned—The Western Dominion Collieries, Limited, of Taylorton, Sask., and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and hours.

Number of employees affected—90.

Date of establishment of Board—April 10, 1908.

Membership of Board—His Honour R. H. Myers, County Judge, Winnipeg, Man., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Jas. O. Hannah, Calgary, Alberta, appointed on the recommendation of the employing company; and Mr. F. H. Sherman, Taber, Alberta, appointed on the recommendation of the employees.

Report received—May 5, 1908.

Result of inquiry—Differences adjusted and agreement concluded before Board, effective from May 1, 1908, to May 1, 1909. Strike averted.

34. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYEES AT SPRINGHILL, N.S.

Application received—March 25, 1908.

Parties concerned—Cumberland Railway and Coal Company, Limited, of Springhill, N.S., and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages.

Number of employees affected—1,600.

Date of constitution of Board—April 29, 1908.

Membership of Board—His Honour W. B. Wallace, County Judge, Halifax, N.S., chairman, appointed by the Minister in the absence of a joint recommendation from the other members of the Board; the Honourable John N. Armstrong, North Sydney, N.S., appointed by the Minister in the absence of a recommendation from the employing company; Mr. R. B. Murray, Springhill, N.S., appointed on the recommendation of the employees.

Report received—May 26, 1908.

Result of inquiry—Strike averted.

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35. CANADIAN PACIFIC RAILWAY COMPANY AND MECHANICS.

Application received—April 28, 1908.

Parties concerned—Canadian Pacific Railway Company and various trades in its mechanical departments.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—8,000.

Date of constitution of Board—May 13, 1908.

Membership of Board—Mr. P. A. McDonald, Master in Chambers, Winnipeg, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. C. P. Fullerton, Winnipeg, appointed on the recommendation of the employing company; Mr. James Somerville, Toronto, appointed on the recommendation of the employees. Mr. Fullerton having withdrawn from the Board before its investigation had been concluded and the company not recommending a substitute, Mr. G. F. Galt, of Winnipeg, was appointed by the Minister to succeed Mr. Fullerton.

Report received—July 16, 1908.

Result of inquiry—Employees refused to accept findings of Board and ceased work on August 5; the employees returned to work on October 5, accepting the Board's recommendations.

36. STANDARD COAL COMPANY, EDMONTON, ALTA., AND EMPLOYEES:

Application received—May 2, 1908.

Parties concerned—Standard Coal Company, of Edmonton, Alberta, and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—20.

Date of constitution of Board—June 19, 1908.

Membership of Board—His Honour Judge Taylor, Edmonton, Alberta, chairman, appointed in the absence of any joint recommendation from the other members of the Board; Mr. Frank B. Smith, Edmonton, Alberta, appointed on the recommendation of the employing company; Mr. F. H. Sherman, Taber, Alberta, appointed on the recommendation of the employees.

Report received—July 22, 1908.

Result of inquiry—The company had previously made an agreement individually with the employees; strike averted.

37. OTTAWA ELECTRIC RAILWAY COMPANY AND EMPLOYEES.

Application received—May 8, 1908.

Parties concerned—Ottawa Electric Railway Company and employees.

Applicants—Employees.

Nature of industry concerned—Street railways.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—256.

Date of constitution of Board—May 22, 1908.

Membership of Board—Professor Adam Shortt, Kingston, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Geo. F. Henderson, K.C., Ottawa, appointed on the recommendation of the employing company; Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—June 15, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

38. NOVA SCOTIA STEEL & COAL COMPANY, NORTH SYDNEY, N.S., AND EMPLOYEES.

Application received—May 12, 1908.

Parties concerned—Nova Scotia Steel and Coal Company, Limited, of North Sydney, N.S., and its employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—1,750.

Date of constitution of Board—June 19, 1908.

Membership of Board—Professor Adam Shortt, Kingston, appointed on the joint recommendation of the other two members of the Board; Dr. David Allison, Sackville, N.B., appointed by the Minister in the absence of any recommendation from the Company; Mr. J. W. Maddin, Sydney, C.B., appointed on the recommendation of the employees.

Report received—August 1, 1908.

Result of inquiry—Differences amicably arranged; strike averted.

39. INTERCOLONIAL RAILWAY AND STATION FREIGHT CLERKS AT ST. JOHN AND HALIFAX.

Application received—May 14, 1908.

Parties concerned—Intercolonial Railway of Canada and station freight clerks at St. John and Halifax.

Applicants—Employees.

Nature of industries concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—Not stated.

Date of constitution of Board—September 8, 1908.

Membership of Board—His Honour D. McGibbon, Brampton, County Judge of Peel, chairman, appointed on the joint recommendation of the other members of the Board; Mr. Henry Holgate, C.E., Montreal, appointed on the recommendation of the Government Railways Managing Board; and Mr. R. E. Finn, M.P.P., Halifax, N.S., appointed on the recommendation of the employees. Mr. Finn subsequently withdrew from the Board, and was replaced by Mr. J. G. O'Donoghue, of Toronto, Ont.

Report received—October 6, 1908.

Result of inquiry—Strike averted.

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40. INTERCOLONIAL COAL MINING CO., LTD., WESTVILLE, N.S., AND EMPLOYEES.

Application received—May 14, 1908.

Parties concerned—The Intercolonial Coal Mining Company, Limited, of Westville, N.S., and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—800.

Date of constitution of Board—

Membership of Board—

Report received—

Result of inquiry—No Board was established in this case, the parties having come to an amicable agreement subsequent to forwarding the application, a strike being thereby averted.

41. ACADIA COAL COMPANY, STELLARTON, N.S., AND EMPLOYEES.

Application received—May 15, 1908.

Parties concerned—The Acadia Coal Company, of Stellarton, N.S., and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—800.

Date of constitution of Board—

Membership of Board—

Report received—

Result of inquiry—No Board was established in this case, the parties having come to an amicable agreement subsequent to forwarding the application, a strike being thereby averted.

42. PORT HOOD RICHMOND RAILWAY COAL COMPANY, PORT HOOD, N.S., AND EMPLOYEES.

Application received—May 18, 1908.

Parties concerned—Port Hood Richmond Railway Coal Company, Limited, of Port Hood, N.S., and its employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—300.

Date of constitution of Board—June 8, 1908.

Membership of Board—His Honour Angus McGillivray, County Judge, Antigonish, N.S., appointed on the joint recommendation of the other members of the Board; Mr. G. S. Campbell, Halifax, N.S., appointed on the recommendation of the employing company; and Mr. James MacDonald, M.P.P., West Bay, N.S., appointed on the recommendation of the employees.

Report received—July 2, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

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43. CANADIAN PACIFIC RAILWAY COMPANY AND RAILROAD TELEGRAPHERS.

Application received—May 29, 1908.

Parties concerned—Canadian Pacific Railway Company and railroad telegraphers in its employ.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Alleged wrongful dismissal of an employee.

Number of employees affected—Directly, 1; indirectly, 1,605.

Date of constitution of Board—June 17, 1908.

Membership of Board—The Honourable Mr. Justice Fortin, Superior Court, Montreal, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Charles S. Campbell, K.C., Montreal, appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employees. Mr. O'Donoghue subsequently withdrew from the Board, finding himself unable to serve because of private engagements, and on the recommendation of the employees affected, Mr. W. T. J. Lee, Toronto, was appointed to the Board in his place.

Report received—September 26, 1908.

Result of inquiry—Agreement concluded before the Board; strike averted.

44. MARITIME COAL, RAILWAY AND POWER COMPANY, CHIGNECTO, N.S., AND EMPLOYEES.

Application received—July 2, 1908.

Parties concerned—Maritime Coal, Railway and Power Company, Ltd., Chignecto, N.S., and its employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—200.

Date of constitution of Board—July 6, 1908.

Membership of Board—Rev. W. Charles Wilson, Springhill, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Brunswick B. Barnhill, Two Rivers, N.S., appointed on the recommendation of the employing company; and Mr. R. B. Murray, Springhill, N.S., appointed on the recommendation of the employees.

Report received—July 27, 1908.

Result of inquiry—Agreement concluded on all points for a period of two years from July 31, 1908; strike averted.

45. COBALT CENTRAL MINING COMPANY; COBALT, ONT., AND EMPLOYEES.

Application received—July 20, 1908.

Parties concerned—Cobalt Central Mining Company, Ltd., Cobalt, and its employees.

Applicants—Employees.

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Nature of industry concerned—Metal mining.

Nature of dispute—Wages and hours.

Number of employees affected—105.

Date of constitution of Board—August 22, 1908.

Membership of Board—Mr. John A. Ewan, Toronto, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Ewan finding himself unable to act withdrew from the Board and was succeeded by Prof. S. J. McLean, of the University of Toronto; Mr. E. C. Fraleck, Cobalt, appointed on the recommendation of the employing company, and Mr. Charles B. Duke, Cobalt, appointed on the recommendation of the employees.

Report received—August 29, 1908.

Result of inquiry—Strike averted.

46. CANADIAN NORTHERN QUEBEC RAILWAY COMPANY AND EMPLOYEES.

Application received—August 21, 1908.

Parties concerned—Quebec and Lake St. John Division of the Canadian Northern Quebec Railway Company and its employees.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—49.

Date of constitution of Board—September 30, 1908.

Membership of Board—Mr. Cyrille Tessier, Quebec, was appointed chairman on the joint recommendation of the other members of the Board, but notified the Department that it would be impossible for him to undertake the duties of the position. Mr. Ludovic Brunet, Quebec, was accordingly appointed to succeed Mr. Tessier as chairman, on the recommendation of the other members of the Board. Mr. Edward A. Evans, Quebec, was appointed a member of the Board on the recommendation of the employing company, and Mr. Alfred Chartrain, Montreal, on the recommendation of the employees.

Report received—November 19, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

47. CANADIAN PACIFIC RAILWAY COMPANY AND FIREMEN AND ENGINEMEN.

Application received—August 22, 1908.

Parties concerned—Canadian Pacific Railway Company and firemen and enginemen in its employ.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Alleged wrongful dismissal of certain employees.

Number of employees affected—Directly, 2,000; indirectly, 5,000.

Date of constitution of Board—January 5, 1909.

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Membership of Board—Honourable Mr. Justice Fortin, of the Superior Court, Montreal, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employees.

Report received—January 15, 1909.

Result of inquiry—Agreement concluded on all points; strike averted.

48. CANADIAN NORTHERN ONTARIO RAILWAY COMPANY ET AL, AND LOCOMOTIVE ENGINEERS.

Application received—August 22, 1908.

Parties concerned—Canadian Northern Ontario, the Canadian Northern Quebec and the Quebec & Lake St. John Railway Companies and locomotive engineers in their employ.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—Directly, 81; indirectly, 260.

Date of constitution of Board—September 14, 1908.

Membership of Board—His Honour R. D. Gunn, Junior County Judge of Carleton County, chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. Richardson, Toronto, appointed on the recommendation of the employing companies; and Mr. J. Harvey Hall, Toronto, appointed on the recommendation of the employees.

Report received—November 16, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

49. QUEBEC HEAT, LIGHT AND POWER COMPANY, QUEBEC, QUE., AND EMPLOYEES.

Application received—September 3, 1908.

Parties concerned—Quebec Heat, Light and Power Company, Quebec, Que., and its employees.

Applicants—Employees.

Nature of industry concerned—Street railways.

Nature of dispute—Alleged wrongful dismissal of certain employees.

Number of employees affected—Directly, 2; indirectly, 114.

Date of constitution of Board—

Membership of Board—Mr. W. H. Moore, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. Omer Brunet, Quebec, Que., appointed on the recommendation of the employees. An agreement was reached on all points before a chairman for this Board had been appointed.

Report received—October 6, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

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50. GALBRAITH COAL COMPANY, LUNDBRECK, ALTA., AND EMPLOYEES.

Application received—October 19, 1908.

Parties concerned—The Galbraith Coal Company, Ltd., Lundbreck, Alberta, and its employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—30.

Date of constitution of Board—November 25, 1908.

Membership of Board—Mr. Charles Simister, Fernie, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. B. Smith, Edmonton, Alta., appointed on the recommendation of the employing company; Mr. J. A. MacDonald, Blairmore, Alberta, appointed on the recommendation of the employees.

Report received—December 14, 1908.

Result of inquiry—Agreement concluded on all points; strike averted.

51. JOHN RITCHIE COMPANY, QUEBEC, QUE., AND EMPLOYEES.

Application received—December 17, 1908.

Parties concerned—The John Ritchie Company, Limited, of Quebec, Que., and certain employees (lasters).

Applicants—Employees and employers.

Nature of industry concerned—Boot and shoe making.

Nature of dispute—Wages and introduction of certain machinery.

Number of employees affected—Directly, 27; indirectly, 205.

Date of constitution of Board—December 31, 1908.

Membership of Board—Dr. Charles Côté, Quebec, chairman, appointed on the joint recommendation of the other members of the Board; Mr. Felix Marois, Quebec, appointed on the recommendation of the employing company; and Mr. Zébedée Bérubé, Quebec, appointed on the recommendation of the employees.

Report received—February 17, 1909.

Result of inquiry—Agreement concluded before the Board on all matters in dispute, effective from February 12, 1909, to May 1, 1910; strike averted.

52. KINGSTON AND PEMBROKE RAILWAY COMPANY AND RAILROAD TELE-
GRAPHERS.

Application received—December 26, 1908.

Parties concerned—Kingston and Pembroke Railway Company and employees, members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—Directly, 19; indirectly, 1,600.

Date of constitution of Board—January 15, 1909.

Membership of Board—His Honour R. D. Gunn, Ottawa, Ont., Junior Judge of the County of Carleton, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. L. Whiting, K.C., Kingston, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—April 22, 1909.

Result of inquiry—No cessation of work.

53. GREAT NORTH WESTERN TELEGRAPH COMPANY, AND CERTAIN EMPLOYEES.

Application received—December 29, 1908.

Parties concerned—Great North Western Telegraph Company of Canada, and certain railroad telegraphers on the Michigan Central Railroad in Canada.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Abolition by the Great North Western Telegraph Company of Canada of commissions on commercial business on lines of the Michigan Central Railroad system.

Number of employees affected—Directly, 25; indirectly, 50.

Date of constitution of Board—February 8, 1909.

Membership of Board—His Honour D. McGibbon, County Judge of Peel, Brampton, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. F. Mackay, Toronto, appointed by the Minister in the absence of any recommendation from the Great North Western Telegraph Company; Mr. J. G. O'Donoghue, Toronto, appointed on the recommendation of the employees.

Report received—March 22, 1909.

Result of inquiry—No cessation of work.

54. MANITOBA CARTAGE AND WAREHOUSING COMPANY, LTD., WINNIPEG, MAN., AND EMPLOYEES.

Application received—February 10, 1909.

Parties concerned—Manitoba Cartage and Warehousing Company, Ltd., of Winnipeg, Man., and its employees.

Applicants—Employees.

Nature of industry concerned—Transportation.

Nature of dispute—Alleged discharge of union men.

Number of employees affected—Directly, 40; indirectly, 260.

Date of constitution of Board—March 2, 1909.

Membership of Board—Rev. Dr. Charles W. Gordon, D.D., Winnipeg, chairman. Rev. Dr. Gordon was at first appointed as a member of the board in the absence of any recommendation from the Company; Mr. Thomas J. Murray was appointed a member of the Board on the recommendation of the employees; Professor R. R. Cochrane, Winnipeg, was recommended by the other two members of the Board for appointment as third member, but in

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accordance with the wishes of the Board, Rev. Dr. Gordon was appointed chairman and Professor Cochrane was deemed to have been appointed on behalf of the company.

Report received—April 1, 1909.

Result of inquiry—Strike averted.

55. DOMINION COAL COMPANY, GLACE BAY, C.B., AND EMPLOYEES.

Parties concerned—Dominion Coal Company, Glace Bay, C.B., and employees, members of the United Mine Workers of America.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Alleged discrimination against certain employees, members of the United Mine Workers of America; recognition of U.M.W.A.

Number of employees affected—3,000.

Date of constitution of Board—March 22, 1909.

Membership of Board—His Honour W. B. Wallace, County Judge, Halifax, N.S., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. G. S. Campbell, Halifax, N.S., appointed by the Minister in the absence of a recommendation from the employing company; and Mr. Daniel McDougall, Glace Bay, C.B., appointed on the recommendation of the employees.

Report received—April 16, 1909.

Result of inquiry—The employees concerned being unwilling to accept the findings of the Board, a strike was declared on July 6, 1909, which lasted until April 28, 1910, when the men, then numbering about 1,300, returned to work, substantially on the lines recommended in the report of the Board.

56. BRITISH COLUMBIA COPPER COMPANY, GREENWOOD, B.C., AND EMPLOYEES.

Application received—April 5, 1909.

Parties concerned—British Columbia Copper Company and employees.

Applicants—Employees.

Nature of industry concerned—Metal mining (copper).

Nature of dispute—Alleged discrimination against certain employees.

Number of employees affected—225.

Date of constitution of Board—April 29, 1909.

Membership of Board—His Honour Judge P. E. Wilson, Cranbrook, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. E. Cronyn, Toronto, Ont., appointed on the recommendation of the employing company, and Mr. John McInnis, Phoenix, B.C., appointed on the recommendation of the employees.

Reports received—May 21, June 3 and June 11, 1909.

Result of inquiry—Employees refused to accept findings of Board and ceased work on June 26, 1909. Strike continued until July 24, 1909, when a settlement was effected.

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57. NICOLA VALLEY COAL AND COKE COMPANY, MIDDLESBORO, B.C., AND EMPLOYEES.

Application received—April 13, 1909.

Parties concerned—Nicola Valley Coal and Coke Company, Middlesboro, B.C., and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Alleged discrimination against certain employees.

Number of employees affected—150.

Date of constitution of Board—May 7, 1909.

Membership of Board—His Honour Judge P. S. Lampman, Victoria, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Thos. Kiddie, Northport, Wash., appointed on the recommendation of the employing company; and Mr. Thos. Chas. Brooks, Merritt, B.C., appointed on the recommendation of the employees.

Reports received—June 3, June 11, June 16, 1909.

Result of inquiry—Employees ceased work during constitution of Board, and mines were closed down until after the investigation was finished, when operations were resumed, the men being engaged under new conditions. An understanding was subsequently reached between the management and the men, which was no doubt promoted by the inquiry.

58. WINNIPEG ELECTRIC RAILWAY COMPANY, WINNIPEG, MAN.; AND EMPLOYEES.

Application received—April 20, 1909.

Parties concerned—Winnipeg Electric Railway Company, Winnipeg, Man., and employees.

Applicants—Employees.

Nature of industry concerned—Street railways.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—Directly, 500; indirectly, 100.

Date of constitution of Board—May 10, 1909.

Membership of the Board—Rev. Dr. C. W. Gordon, Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. J. Christie, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—June 1, 1909.

Result of inquiry—Two years' agreement concluded on all points, strike being thereby averted.

59. NOVA SCOTIA STEEL & COAL CO., LTD., SYDNEY MINES, C.B., AND EMPLOYEES.

Application received—April 26, 1909.

Parties concerned—Nova Scotia Steel and Coal Company, Limited, Sydney Mines, C.B., and employees, members of the United Mine Workers of America.

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Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, conditions of labour, and demand for recognition of the U.M.W.A.

Number of employees affected—340.

Date of constitution of Board—June 7, 1909.

Membership of Board—His Honour Judge J. P. Chipman, Kentville, N.S., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; His Honour Judge A. McGillvray, Antigonish, N.S., appointed by the Minister in the absence of any recommendation from the employing Company; and Mr. Daniel McDougall, Glace Bay, C.B., appointed on the recommendation of the employees.

Report received—July 23, 1909.

Result of inquiry—The report of the Board found against the claims of the employees, whilst the minority report by Mr. Daniel McDougall supported their claims. There was, however, no cessation of work.

60. DOMINION TEXTILE COMPANY, MONTREAL, QUE., AND EMPLOYEES.

Application received—April 27, 1909.

Parties concerned—Dominion Textile Company, Montreal, Que., and mule spinners in its employ.

Applicants—Employees.

Nature of industry concerned—Textile.

Nature of dispute—Wages.

Number of employees affected—Directly, 70; indirectly, 3,000.

Date of constitution of Board—May 12, 1909.

Membership of Board—Honourable Mr. Justice Thos. Fortin, Montreal, Que., chairman, appointed on the recommendation of the other members of the Board; Mr. F. G. Daniels, Montmorency, Que., appointed on the recommendation of the employing company, and Mr. A. A. Gibeault, Montreal, Que., appointed on the recommendation of the employees.

Report received—May 25, 1909.

Result of inquiry—Report of Board accepted by both parties to the dispute, a strike being thereby averted.

61. CANADIAN PACIFIC RAILWAY COMPANY AND RAILROAD TELEGRAPHERS.

Application received—May 7, 1909.

Parties concerned—Canadian Pacific Railway Company and its railroad telegraphers, members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Alleged unfair dismissal and breach of contract.

Number of employees affected—1,600.

Date of constitution of Board—May 29, 1909.

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Membership of Board—Honourable Mr. Justice Thos. Fortin, Montreal, Que., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing Company, and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employees.

Report received—June 11, 1909.

Result of inquiry—Unanimous report of Board was accepted by both parties to the dispute, a strike being thereby averted.

62. WESTERN COAL OPERATORS' ASSOCIATION AND EMPLOYEES.

Application received—May 8, 1909.

Parties concerned—Western Coal Operators' Association and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—2,100.

Date of constitution of Board—May 15, 1909.

Membership of Board—Rev. Hugh Grant, Fernie, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Colin Macleod, Macleod, Alberta, appointed on the recommendation of the employing companies; and Mr. F. H. Sherman, Taber, Alberta, appointed on the recommendation of the employees.

Report received—June 21, 1909.

Result of inquiry—Employees ceased work on March 31, 1909, on the expiry of the agreement under which they had previously been working. Strike continued during sessions of Board, and was terminated on June 30, 1909, by the signing of a new agreement, effective to March 31, 1911, which was based on the report of the Board.

63. CUMBERLAND RAILWAY AND COAL COMPANY AND EMPLOYEES AT SPRINGHILL, N.S.

Application received—May 10, 1909.

Parties concerned—Cumberland Railway and Coal Company, Springhill, N.S., and employees.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, conditions of labour, and demand for recognition of the United Mine Workers of America.

Number of employees affected—1,550.

Date of constitution of Board—June 5, 1909.

Membership of Board—Honourable Mr. Justice J. W. Longley, Halifax, N.S., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Chas. Archibald, Halifax, N.S., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. E. B. Paul, M.P.P., Springhill, N.S., appointed on the recommendation of the employees.

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Report received—July 23, 1909.

Result of inquiry—The Board's findings were not accepted by the employees and a strike was declared by them on August 9, 1909, which resulted in the closing down of the company's mines until early in the month of March, 1910, when operations were resumed on a limited scale. A number of the company's former employees still remained on strike at the end of the month of March.

64. CANADIAN PACIFIC RAILWAY COMPANY AND FREIGHT HANDLERS AT OWEN SOUND, ONT.

Application received—May 17, 1909.

Parties concerned—Canadian Pacific Railway Company and freight handlers at Owen Sound, Ont.

Applicants—Employees.

Nature of industry concerned—Transportation.

Nature of dispute—Wages.

Number of employees affected—250.

Date of constitution of Board—June 2, 1909.

Membership of Board—Mr. Donald Ross, Barrie, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—June 17, 1909.

Result of inquiry—Employees who had declared strike returned to work on applying for Board. Employees later accepted employment on basis of Board's report.

65. GRAND TRUNK PACIFIC RAILWAY COMPANY AND EMPLOYEES.

Application received—June 3, 1909.

Parties concerned—Grand Trunk Pacific Railway Company and engineers, firemen, conductors, brakemen, baggagemen and yardmen in its employ.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—300.

Date of constitution of Board—June 24, 1909.

Membership of Board—Honourable R. F. Sutherland, M.P., Windsor, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—August 14, 1909.

Result of inquiry—Agreement concluded on all points in dispute. No cessation of work occurred.

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66. CANADIAN NORTHERN RAILWAY COMPANY AND MAINTENANCE-OF-WAY EMPLOYEES.

Application received—June 8, 1909.

Parties concerned—Canadian Northern Railway Company and its maintenance-of-way employees on lines west of Port Arthur, Ont.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—Directly, 1,100; indirectly, 700.

Date of constitution of Board—June 24, 1909.

Membership of Board—His Honour Judge R. H. Myers, Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. J. Christie, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—July 21, 1909.

Result of inquiry—Agreement concluded on all points, strike being thereby averted.

67. CANADA WEST COAL COMPANY, TABER, ALTA., AND EMPLOYEES.

Application received—June 15, 1909.

Parties concerned—Canada West Coal Company, Taber, Alberta, and employees.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—300.

Date of constitution of Board—July 3, 1909.

Membership of Board—His Honour Judge R. Winter, Lethbridge, Alberta, chairman, appointed on the recommendation of the other members of the Board; Mr. Colin Macleod, Macleod, Alberta, appointed on the recommendation of the employing company; and Mr. W. C. Simmons, Lethbridge, Alberta, appointed on the recommendation of the employees.

Report received—July 19, 1909.

Result of inquiry—A unanimous report was presented by the Board. An agreement based on the findings of the Board was subsequently signed by the parties concerned, effective from July 30, 1909, to March 31, 1911. The employees who had been on strike from April 23 returned to work on July 30.

68. CORPORATION OF SASKATOON, SASK., AND LABOURERS.

Application received—July 8, 1909.

Parties concerned—Corporation of Saskatoon, Sask., and labourers in its employ.

Applicants—Employees.

Nature of industry concerned—Municipal public utilities.

Nature of dispute—Wages and conditions of labour.

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Number of employees affected—Directly, 150; indirectly, 150.

Date of constitution of Board—August 4, 1909.

Membership of Board—Mr. E. J. Meilieke, Dundurn, Sask., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Alex. Smith, Saskatoon, Sask., appointed on the recommendation of the corporation of Saskatoon; and Mr. E. Stephenson, Winnipeg, Man., appointed on the recommendation of the employees.

Report received—September 9, 1909.

Result of inquiry—No cessation of work.

69. INTERCOLONIAL RAILWAY AND ROUNDHOUSE EMPLOYEES.

Application received—August 11, 1909.

Parties concerned—Intercolonial Railway of Canada and its round-house employees.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Alleged discrimination against certain employees.

Number of employees affected—Directly, 20; indirectly, 1,000.

Date of constitution of Board—September 25, 1909.

Membership of Board—Sir George Garneau, Kt., Quebec, Que., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Jas. H. Gilmour, Brockville, Ont., appointed on the recommendation of the Government Railways Managing Board; and Mr. Aaron A. R. Mosher, Halifax, N.S., appointed on the recommendation of the employees.

Report received—November 17, 1909.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.

70. CANADIAN PACIFIC RAILWAY COMPANY AND FREIGHT HANDLERS AT FORT WILLIAM, ONT.

Application received—August 18, 1909.

Parties concerned—Canadian Pacific Railway Company and its freight handlers at Fort William, Ont.

Applicants—Employees.

Nature of industry concerned—Transportation.

Nature of dispute—Wages and conditions of labour.

Number of employees affected—700.

Date of constitution of Board—August 20, 1909.

Membership of Board—Mr. S. C. Young, Fort William, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. J. Christie, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. W. T. Rankin, Fort William, Ont., appointed on the recommendation of the employees.

Report received—August 30, 1909.

Result of inquiry—Employees, for most part foreigners, had gone on strike in ignorance of the Act, but returned to work on applying for Board. Board's recommendations for settlement were accepted by both parties concerned. No further cessation of work occurred.

71. INTERCOLONIAL RAILWAY AND MACHINISTS AND FITTERS.

Application received—October 2, 1909.

Parties concerned—Intercolonial Railway of Canada and machinists and fitters in its employ.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Alleged unfair dismissal of certain employees and alleged violation of contract.

Number of employees affected—Directly, 363; indirectly, 43.

Date of constitution of Board—October 4, 1909.

Membership of Board—His Honour Judge J. A. Barron, Stratford, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Jas. H. Gilmour, Brockville, Ont., appointed on the recommendation of the Government Railways Managing Board; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—December 8, 1909.

Result of inquiry—A unanimous report was presented by the Board for settlement of dispute, which was accepted by both parties concerned, a strike being thereby averted.

72. EDMONTON STANDARD COAL COMPANY, EDMONTON, ALTA., AND EMPLOYEES.

Application received—November 18, 1909.

Parties concerned—Edmonton Standard Coal Company, Edmonton, Alberta, and employees.

Applicants—Employers.

Nature of industry affected—Coal mining.

Nature of dispute—Wages and dismissal of employees.

Number of employees affected—75.

Date of constitution of Board—December 2, 1909.

Membership of Board—Mr. Geo. F. Cunningham, Edmonton, Alberta, chairman, appointed on the joint recommendation of the other members of the Board; Mr. Frank B. Smith, Edmonton, Alberta, appointed on the recommendation of the employing company; and Mr. Clement Stubbs, Bellevue, Alberta, appointed on the recommendation of the employees.

Report received—December 27, 1909.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.

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73. JAMES W. BLAIN, CARDIFF, ALTA., AND EMPLOYEES.

Application received—December 2, 1909.

Parties concerned—James W. Blain, contractor for output of Cardiff Coal Company, Limited, Cardiff, Alberta, and employees.

Applicant—Employer.

Nature of industry affected—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 60; indirectly, 15.

Proceedings in connection with this application were discontinued in view of an agreement being reached by the parties concerned.

74. GRAND TRUNK RAILWAY COMPANY AND TELEGRAPHERS AND STATION AGENTS.

Application received—December 3, 1909.

Parties concerned—Grand Trunk Railway Company and telegraphers and station agents in its employ on lines east of Detroit, Mich.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages, advertising of vacancies, etc.

Number of employees affected—760.

Date of constitution of Board—December 21, 1909.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employees.

Report received—February 24, 1910.

Result of inquiry—No cessation of work occurred.

75. ALBERTA COAL MINING COMPANY, CARDIFF, ALTA., AND EMPLOYEES.

Application received—January 5, 1910.

Parties concerned—Alberta Coal Mining Company, Cardiff, Alberta, and employees.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 35; indirectly, 50.

Date of constitution of Board—January 17, 1910.

Membership of Board—Mr. R. G. Duggan, Taber, Alberta, chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. O. Hannah, Taber, Alberta, appointed on the recommendation of the employing company; and Mr. Clement Stubbs, Bellevue, Alberta, appointed on the recommendation of the employees.

Report received—April 2, 1910.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were understood to have been accepted by both parties, a strike being thereby averted.

76. BRITISH COLUMBIA COPPER COMPANY, GREENWOOD, B.C., AND EMPLOYEES.

Application received—January 8, 1910.

Parties concerned—British Columbia Copper Company, Greenwood, B.C., and employees.

Applicants—Employers.

Nature of industry concerned—Metal mining.

Nature of dispute—Employees' unwillingness to work with non-union men.

Number of employees affected—350.

Date of constitution of Board—January 22, 1910.

Membership of Board—Mr. J. H. Senkler, Vancouver, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. A. Mara, Victoria, B.C., appointed on the recommendation of the employing company; and Mr. John McInnis, Phoenix, B.C., appointed on the recommendation of the employees.

Reports received—March 1 and March 29, 1910.

Result of inquiry—Report of Board was accompanied by minority report signed by Mr. John McInnis, member appointed on behalf of the employees. The Board's report was in favour of the company and the minority report in favour of the men.

77. SHIPPING FEDERATION OF CANADA, MONTREAL, AND LONGSHOREMEN.

Application received—March 14, 1910.

Parties concerned—Various shipping companies doing business at the Port of Montreal, comprised in the Shipping Federation of Canada, and the Syndicated Longshoremen of that Port.

Applicants—Employees.

Nature of industry concerned—Shipping.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—1,800.

Date of constitution of Board—April 7, 1910.

Membership of Board—The Honourable Mr. Justice Fortin, Montreal, Que., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. William Lyall, Montreal, Que., appointed on the recommendation of the employing companies; and Mr. Gustave Francq, Montreal, Que., appointed on the recommendation of the employees.

Report received—April 20, 1910.

Result of inquiry—Unanimous report of Board was accepted by both parties to the dispute, an agreement being entered into effective for a period of five years. A permanent Board of Conciliation was also established to deal with future grievances.

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78. TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY AND EMPLOYEES IN
TRAIN AND YARD SERVICE.

Application received—March 17, 1910.

Parties concerned—Toronto, Hamilton & Buffalo Railway Company and conductors, baggagemen, brakemen and yardmen.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—101.

Date of constitution of Board—April 6, 1910.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—

Result of inquiry—Agreement was reached between parties concerned without Board having been convened.

79. CANADIAN PACIFIC RAILWAY COMPANY AND EMPLOYEES IN TRAIN AND YARD
SERVICE.

Application received—March 17, 1910.

Parties concerned—Canadian Pacific Railway Company and conductors, baggagemen, brakemen and yardmen.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—4,360.

Date of constitution of Board—March 31, 1910.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Reports received—June 22, 1910.

Result of inquiry—An agreement was concluded between the parties concerned which was based on the Board's report, a strike being thereby averted.

80. GRAND TRUNK RAILWAY COMPANY AND EMPLOYEES IN TRAIN AND YARD
SERVICE.

Application received—March 17, 1910.

Parties concerned—The Grand Trunk Railway Company and its conductors, baggagemen, brakemen and yardmen.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—3,017.

Date of constitution of Board—April 6, 1910.

Membership of Board—Mr. J. E. Atkinson, Toronto, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Reports received—June 22, 1910.

Result of inquiry—Report of Board not being acceptable to employees concerned, a strike was declared on July 18, which continued until August 2, when a settlement was arrived at through Government intervention.

81. GRAND TRUNK PACIFIC RAILWAY COMPANY AND TELEGRAPHERS AND STATION AGENTS.

Application received—March 19, 1910.

Parties concerned—The Grand Trunk Pacific Railway Company and its telegraphers and station agents.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—75.

Date of constitution of Board—April 22, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Donald Ross, Barrie, Ont., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employees.

Report received—July 7, 1910.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute. No cessation of work occurred.

82. DOMINION ATLANTIC RAILWAY COMPANY, KENTVILLE, N.S., AND EMPLOYEES.

Application received—March 22, 1910.

Parties concerned—Dominion Atlantic Railway Company, Kentville, N.S., and employees, members of Canadian Brotherhood of Railroad Employees.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Conditions of employment and alleged discrimination against union employees.

Number of employees affected—4 directly, and 25 indirectly.

Date of constitution of Board—April 29, 1910.

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Membership of Board—The Honourable John N. Armstrong, North Sydney, N.S., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. McCallum Grant, Halifax, N.S., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. Aaron A. R. Mosher, Halifax, N.S., appointed on the recommendation of the employees.

Reports received—May 12, 1910.

Result of inquiry—No cessation of work occurred.

83. CANADIAN-AMERICAN COAL AND COKE COMPANY, FRANK, ALTA., AND EMPLOYEES.

Application received—April 18, 1910.

Parties concerned—The Canadian-American Coal and Coke Company and employees, members of Frank Local No. 1263, U.M.W.A.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, conditions of employment, and union recognition.

Number of employees affected—262.

Date of constitution of Board—April 29, 1910.

Membership of Board—Mr. I. S. G. VanWart, Calgary, Alberta, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Colin Macleod, Macleod, Alberta, appointed on the recommendation of the employing company; and Mr. Clement Stubbs, Bellevue, Alberta, appointed on the recommendation of the employees.

Report received—June 4, 1910.

Result of inquiry—Settlement was arrived at by chairman without Board being formally convened, an agreement being concluded between the parties concerned, effective to March 31, 1911.

84. CANADIAN NORTHERN RAILWAY COMPANY AND BLACKSMITHS.

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and members of Blacksmiths' Railway Union, No. 147.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employees affected—30.

Proceedings in connection with this application were discontinued owing to settlement having been arrived at between the parties concerned.

85. CANADIAN NORTHERN RAILWAY COMPANY AND BLACKSMITHS' HELPERS.

Application received—May 2, 1910.

Parties concerned—Canadian Northern Railway Company and members of Blacksmiths' Helpers' Lodge, No. 335.

Applicants—Employees.

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Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employees affected—Between 30 and 40.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

86. CANADIAN NORTHERN RAILWAY COMPANY AND MACHINISTS.

Application received—May 2, 1910.

Parties concerned—Canadian Northern Railway Company and members of Fort Garry Lodge, No. 189, International Association of Machinists.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employees affected—325.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

87. CANADIAN NORTHERN RAILWAY COMPANY AND MACHINISTS' HELPERS.

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and machinists' helpers, members of Federal Union No. 4.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours, and conditions of employment.

Number of employees affected—57.

Proceedings in connection with this application were discontinued owing to a settlement having been arrived at between the parties concerned.

88. CANADIAN NORTHERN RAILWAY COMPANY AND MOULDERS.

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and members of Moulders' Union, No. 174.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employees affected—13.

Proceedings in connection with this application were discontinued owing to settlement having been arrived at between the parties concerned.

89. CANADIAN NORTHERN RAILWAY COMPANY AND CARMEN AND PLUMBERS.

Applications received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and members of Carmen's Union and Plumbers', Gas and Steamfitters' Union, No. 479, respectively.

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Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employees affected—432.

Date of constitution of Board—May 23, 1910.

Membership of Board—Mr. William Elliott Macara, Winnipeg, Man., chairman, appointed by the Minister on the joint recommendation of the other members of the Board; Mr. David Havelock Cooper, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. Philip C. Locke, Winnipeg, Man., appointed on the recommendation of the employees.

Report received—June 28, 1910.

Result of inquiry—Employees refused to accept the award of the Board and ceased work on July 7, 1910. They returned to work, however, on September 27, 1910, on the terms of the Board's report.

90. CANADIAN NORTHERN RAILWAY COMPANY AND BOILERMAKERS AND IRON SHIPBUILDERS.

Application received—May 2, 1910.

Parties concerned—The Canadian Northern Railway Company and boiler-makers, boilermakers' specialists and boilermakers' helpers, members of Boilermakers and Iron Shipbuilders of America, Fort Garry, No. 451, and Boilermakers' and Iron Shipbuilders' and Helpers' Lodge, No. 212.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages, hours and conditions of employment.

Number of employees affected—170.

Membership of Board—Mr. David Havelock Cooper, Winnipeg, Man., was appointed a member of the Board on the recommendation of the employing company. Further proceedings were, however, discontinued owing to a settlement having been arrived at by the parties concerned.

91. INTERCOLONIAL RAILWAY AND RAILROAD TELEGRAPHERS.

Application received—June 21, 1910.

Parties concerned—The Interecolonial and Prince Edward Island Railways and telegraphers, train despatchers and station agents, members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Proposed amendments to schedule and alleged unfair treatment of certain employees.

Number of employees affected—490.

Date of constitution of Board—January 4, 1911.

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Membership of Board—His Honour Judge John A. Barron, Stratford, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. H. Gilmour, Brockville, Ont., appointed on the recommendation of the Government Railways Managing Board; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—February 20, 1911.

Result of inquiry—Establishment of Board was delayed owing to arrangements having been made for a conference between the Government Railways Managing Board and representatives of the employees concerned. On November 14, 1910, the Department was informed that the parties had been unable to adjust the differences in question. A Board was accordingly established. The Board presented a unanimous report making certain recommendations for the settlement of the dispute, which were accepted by the Government Railways Managing Board and by the employees, a strike being thereby averted.

92. CANADIAN PACIFIC RAILWAY COMPANY AND COMMERCIAL TELEGRAPHERS.

Application received—June 23, 1910.

Parties concerned—The Canadian Pacific Railway Company and commercial telegraphers, members of the Commercial Telegraphers' Union of America.

Applicants—Employees.

Nature of industry concerned—Telegraphy.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—600.

Date of constitution of Board—July 7, 1910.

Membership of Board—Mr. J. E. Duval, Montreal, Que., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. D. Campbell, Toronto, Ont., appointed on the recommendation of the employees.

Report received—July 25, 1910.

Result of inquiry—The Board presented a unanimous report in which it was stated that an agreement had been concluded between the parties on all points at issue.

93. GRAND TRUNK RAILWAY COMPANY AND BRASS WORKERS.

Application received—June 28, 1910.

Parties concerned—The Grand Trunk Railway Company and brass workers, members of Brass Workers' Union, Local No. 320.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages.

Number of employees affected—24.

Date of constitution of Board—July 13, 1910.

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Membership of Board—Mr. A. G. B. Claxton, K.C., Montreal, Que., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. William Aird, Kingston, Ont., appointed on the recommendation of the employing company; and Mr. Charlemagne Rodier, Montreal, Que., appointed on the recommendation of the employees.

Reports received—July 30, August 2, 1910.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. William Aird, member appointed on the recommendation of the employing company. The Board's report was accepted by the employees concerned. No cessation of work occurred.

94. TORONTO STREET RAILWAY COMPANY AND EMPLOYEES.

Application received—July 5, 1910.

Parties concerned—The Toronto Railway Company and employees, members of the Toronto Railway Employees' Union, No. 113.

Applicants—Employees.

Nature of industry concerned—Street railways.

Nature of dispute—Concerning demand for new working agreement.

Number of employees affected—1,300.

Date of constitution of Board—July 16, 1910.

Membership of Board—His Honour Judge John A. Barron, Stratford, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. P. Mullarkey, Montreal, Que., appointed on the recommendation of the employing Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Report received—August 20, 1910.

Result of inquiry—Board presented a unanimous report making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.

95. SHIPPING FEDERATION OF CANADA, MONTREAL, AND SHIPLINERS.

Application received—August 8, 1910.

Parties concerned—Various shipping companies doing business at the Port of Montreal, comprised in the Shipping Federation of Canada, and shipliners of the Port of Montreal.

Applicants—Employees.

Nature of industry concerned—Shipping.

Nature of dispute—Wages, hours and conditions of employment.

Number of employees affected—200.

Date of constitution of Board—August 22, 1910.

Membership of Board—Mr. W. D. Lighthall, K.C., Montreal, Que., chairman, appointed by the Acting Minister of Labour in the absence of any joint recommendation from the other members of the Board; Mr. J. Herbert Lauer, Montreal, Que., appointed on the recommendation of the employing companies; and Mr. George Poliquin, Montreal, Que., appointed on the recommendation of the employees.

6 GEORGE V., A. 1916

Reports received—September 16 and September 17, 1910.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. J. Herbert Lauer, member appointed on the recommendation of the employing companies. The report of the Board was accepted by the employees concerned, the companies expressing a willingness to accept the minority report. No cessation of work occurred.

96. BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY AND EMPLOYEES.

Application received—August 22, 1910.

Parties concerned—The British Columbia Electric Railway Company and line-men, members of Local No. 213, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Street railways.

Nature of dispute—Demand for removal of foreman.

Number of employees affected—50.

Date of constitution of Board—August 26, 1910.

Membership of Board—Mr. A. E. Beck, Vancouver, B.C., appointed on the recommendation of the employing company; and Mr. James H. McVety, Vancouver, B.C., appointed on the recommendation of the employees.

Report received—September 12, 1910.

Result of inquiry—Matters in dispute settled during process of constitution of Board.

97. CANADIAN PACIFIC RAILWAY COMPANY AND MAINTENANCE-OF-WAY EMPLOYEES.

Application received—September 3, 1910.

Parties concerned—Canadian Pacific Railway Company and maintenance-of-way employees.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and revision of schedule.

Number of employees affected—4,000.

Date of constitution of Board—September 21, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employees.

Reports received—March 1 and March 4, 1911.

Result of inquiry—The report of the Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on the recommendation of the employing company. The report was, however, accepted by both parties to the dispute, a strike being thereby averted.

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98. GRAND TRUNK PACIFIC RAILWAY COMPANY AND MAINTENANCE-OF-WAY
EMPLOYEES.

Application received—September 3, 1910.

Parties concerned—The Grand Trunk Pacific Railway Company and maintenance-of-way employees.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and revision of schedule.

Number of employees affected—1,000.

Date of constitution of Board—September 21, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. W. Dawsey, Melville, Sask., appointed on the recommendation of the employing company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employees.

Report received—January 7, 1911.

Result of inquiry—A report was presented by the Board which was unanimous on all points except the question of wages, two schedules of wages being submitted—one recommended by the chairman and Mr. W. T. J. Lee, member appointed on the recommendation of the employees, the other by Mr. J. W. Dawsey, member appointed on the recommendation of the employing company. The report was formally accepted by the employees, but the company declined to be bound by the same. No cessation of work occurred.

99. CANADIAN NORTHERN RAILWAY COMPANY AND MAINTENANCE-OF-WAY
EMPLOYEES.

Application received—September 3, 1910.

Parties concerned—The Canadian Northern Railway Company and maintenance-of-way employees.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and revision of schedule.

Number of employees affected—1,800.

Date of constitution of Board—September 22, 1910.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. W. T. J. Lee, Toronto, Ont., appointed on the recommendation of the employees.

Reports received—March 2 and March 10, 1911.

Result of inquiry—Report of Board was accompanied by a minority report, signed by Mr. F. H. McGuigan, member appointed on the recommendation of the employing company. Employees accepted Board findings, but the company declined to be bound by the same, accepting instead the minority report. No cessation of work occurred.

6 GEORGE V., A. 1916

100. CANADIAN PACIFIC STEAMSHIP COMPANY AND DECKHANDS AT VANCOUVER
AND VICTORIA, B.C.

Application received—September 20, 1910.

Parties concerned—The Canadian Pacific Steamship Company and deckhands at Vancouver and Victoria, B.C., members of the Sailors' Union of the Pacific.

Applicants—Employees.

Nature of industry concerned—Shipping.

Nature of dispute—Wages, hours and conditions of employment.

Number of employees affected—Directly, 86; indirectly, 50.

Date of constitution of Board—October 27, 1910.

Membership of Board—His Honour Judge W. W. B. McInnes, Vancouver, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. G. E. McCrossan, Vancouver, B.C., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. J. H. McVety, Vancouver, B.C., appointed on the recommendation of the employees.

Report received—November 28, 1910.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by the employees concerned, the company maintaining that it had no dispute with its employees and, therefore, no action on its part was necessary. No cessation of work occurred.

101. WINNIPEG ELECTRIC RAILWAY COMPANY, WINNIPEG, MAN., AND EMPLOYEES

Application received—October 22, 1910.

Parties concerned—The Winnipeg Electric Railway Company and conductors and motormen, members of the Amalgamated Association of Street Railway Employees of America, No. 99.

Applicants—Employees.

Nature of industry concerned—Street railways.

Nature of dispute—Alleged discrimination against certain employees.

Number of employees affected—603.

Date of constitution of Board—November 11, 1911.

Membership of Board—Mr. W. J. Christie, Winnipeg, Man., chairman, appointed on the joint recommendation of the other members of the Board; Capt. William Robinson, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. L. L. Peltier, Fort William, Ont., appointed on the recommendation of the employees.

Reports received—December 13 and December 15, 1910.

Result of inquiry—Report of Board was accompanied by a minority report, signed by Mr. L. L. Peltier, member appointed on the recommendation of the employees. The report of the Board not being acceptable to the employees, they ceased work on December 16 to enforce their demand for the reinstatement of four discharged employees. A settlement was finally effected through the intervention of a committee of citizens, by which the strike was terminated on December 31.

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102. CROW'S NEST PASS COAL COMPANY, FERNIE, B.C., AND EMPLOYEES.

Application received—October 26, 1910.

Parties concerned—The Crow's Nest Pass Coal Company, Limited, and employees, members of the United Mine Workers of America, District No. 18.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Increased charge for special train from Coal Creek, B.C., and return, for use of certain employees; also alleged breach of agreement.

Number of employees affected—3,000.

Date of constitution of Board—November 18, 1910.

Membership of Board—Sheriff I. S. G. Van Wart, Calgary, Alta., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. S. Lane, Fernie, B.C., appointed on the recommendation of the employing company; and Mr. Clement Stubbs, Bellevue, Alta., appointed on the recommendation of the employees.

Report received—February 18, 1911.

Result of inquiry—The Board presented a unanimous report which was accepted by the company. The employees, however, stated that the award was not acceptable to them. No cessation of work occurred.

103. WETTLAUFFER LORRAIN SILVER MINING COMPANY, SOUTH LORRAIN, NIPISSING DIVISION, ONTARIO, AND EMPLOYEES.

Application received—January 7, 1911.

Parties concerned—The Wettlaufer Lorrain Silver Mining Company, Limited, and underground miners, machine men, drillers and muckers.

Applicants—Employees.

Nature of industry concerned—Metal mining (silver).

Nature of dispute—Wages.

Number of employees affected—Directly, 35; indirectly, 30.

Date of constitution of Board—February 20, 1911.

Membership of Board—Mr. George Ritchie, Toronto, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. R. F. Taylor, Cobalt, Ont., appointed on the recommendation of the employing company; and Mr. Chas. H. Lowthian, Silver Centre, Ont., appointed on the recommendation of the employees.

Report received—February 28, 1911.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by the employees concerned. No cessation of work occurred.

104. NORTH ATLANTIC COLLIERIES COMPANY, PORT MORIEN, N.S., & EMPLOYEES.

Application received—January 16, 1911.

Parties concerned—The North Atlantic Collieries Company, Limited, Port Morien, N.S., and employees, members of Local Union No. 2173, District No. 26 of United Mine Workers of America.

6 GEORGE V., A. 1916

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 110; indirectly, 150.

Date of constitution of Board—March 9, 1911.

Membership of Board—Professor Robt. Magill, Halifax, N.S., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Duncan G. MacDonald, Sydney Mines, N.S., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. Alexander McKinnon, Glace Bay, N.S., appointed on the recommendation of the employees.

Report received—March 23, 1911.

Result of inquiry—Subsequent to the establishment of Board the company went into liquidation, and the mines were accordingly closed down. The Board, however, prepared a report of conditions as they existed.

105. KINGSTON AND PEMBROKE RAILWAY COMPANY AND EMPLOYEES.

Application received—February 10, 1911.

Parties concerned—The Kingston and Pembroke Railway Company and firemen and hostlers, members of the Brotherhood of Locomotive Firemen and Enginemen.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 11; indirectly, 20.

Pending the establishment of a Board the parties concerned were advised that further efforts should be made to effect a settlement of the matters in dispute, and on March 11, 1911, the Department was informed that an amicable settlement had been reached.

106. THE GREAT NORTHWESTERN TELEGRAPH COMPANY AND TELEGRAPHERS, MEMBERS OF THE COMMERCIAL TELEGRAPHERS' UNION OF AMERICA.

Application received—March 3, 1911.

Parties concerned—The Great North Western Telegraph Company of Canada and telegraphers, members of the Commercial Telegraphers' Union of America.

Applicants—Employees.

Nature of industry concerned—Telegraphy.

Nature of dispute—Wages and conditions of employment; also, alleged discrimination against the members of Union.

Number of employees affected—Directly, 200; indirectly, 1,100.

Date of constitution of Board—March 30, 1911.

Membership of Board—Honourable Mr. Justice J. V. Teetzel, Toronto, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Frederick H. Markey, K.C., Montreal, Que., appointed on the recommendation of the employing company; and Mr. D. Campbell, Toronto, Ont., appointed on the recommendation of the employees concerned.

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Report received—July 17, 1911.

Result of inquiry—Report was signed by the three members of the Board, Mr. Markey and Mr. Campbell, each, however, dissenting on one point. The findings of the Board were accepted by both parties concerned.

107. THE JOHN RITCHIE COMPANY, LIMITED—THE WM. A. MARSH COMPANY, LIMITED,—GALE BROTHERS,—J. M. STOBO, BOOT AND SHOE MANUFACTURERS, AND EMPLOYEES, QUEBEC, QUE.

Applications received—April 3, 1911.

Parties concerned—The John Ritchie Company, Limited, The Wm. A. Marsh Company, Limited, Gale Brothers, and J. M. Stobo, Boot and Shoe Manufacturers of the City of Quebec, and employees.

Applicants—Employees.

Nature of industry concerned—Boot and shoe manufacture.

Nature of dispute—Wages.

Number of employees affected—Directly, 68; indirectly, 875.

Date of constitution of Board—April 24, 1911.

Membership of Board—Dr. G. W. Jolicœur, Quebec, Que., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Felix Marois, Quebec, Que., appointed on the recommendation of the employing companies; and Mr. Joseph Alphonse Langlois, Quebec, Que., appointed on the recommendation of the employees concerned.

Report received—June 26, 1911.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. It was understood that the findings of the Board were accepted by the parties concerned.

108. WESTERN COAL OPERATORS ASSOCIATION AND EMPLOYEES.

Application received—April 13, 1911.

Parties concerned—The Western Coal Operators' Association and employees, members of District No. 18, United Mine Workers of America.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Failure to agree upon the terms of a new working agreement to replace one which expired on March 31, 1911.

Number of employees affected—Directly, 6,000; indirectly, an indefinite number.

Date of constitution of Board—April 21, 1911.

Membership of Board—Reverend C. W. Gordon, D.D., Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; M. Colin Macleod, Macleod, Alta., appointed on the recommendation of the employing companies; and A. J. Carter, Fernie, B.C., appointed on the recommendation of the employees concerned.

Reports received—July 10 and July 11, 1911.

6 GEORGE V., A. 1916

Result of inquiry—The employees concerned in this dispute ceased work on March 31, 1911, on the termination of a two years' agreement with the employing companies. A Board was established on April 13 by request of the employees. The report of the Board was accompanied by a minority report signed by Mr. Carter. The operators signified their willingness to negotiate an agreement along the general lines suggested by the Board in its majority report, the employees, on the other hand, accepting the minority report of Mr. Carter. The majority of the mines remained closed down until the middle of November, when a new agreement was signed, effective to March 31, 1915.

109. HUDSON BAY MINING CO. LTD., AND EMPLOYEES, GOWGANDA, ONT.

Application received—May 25, 1911.

Parties concerned—The Hudson Bay Mining Company, Limited, Gowganda, Ont., and employees, members of Gowganda Miners' Union, No. 154, Western Federation of Miners.

Applicants—Employees.

Nature of industry concerned—Silver mining.

Nature of dispute—Reduction in wages and increased charge for board.

Number of employees affected—30.

Date of constitution of Board—June 8, 1911.

Membership of Board—Mr. George Ritchie, K.C., Toronto, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Professor John Sharp, New Liskeard, Ont., appointed on the recommendation of the employing company; and Mr. Duncan J. McDonnell, Gowganda, Ont., appointed on the recommendation of the employees concerned.

Reports received—July 10, 1911.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. McDonnell. The employees, being unwilling to accept the Board report, declared a strike. Operations were discontinued in the mines for nearly a month and a half, but were resumed with other workmen at the end of July.

110. THE CANADIAN NORTHERN COAL AND ORE DOCK COMPANY, LTD., AND EMPLOYEES, PORT ARTHUR, ONT.

Application received—May 17, 1911.

Parties concerned—The Canadian Northern Coal and Ore Dock Company, Limited, Port Arthur, Ont., and employees, members of Coal Handlers' Union, No. 319.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 150; indirectly, 200.

Date of constitution of Board—June 2, 1911.

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Membership of Board—His Honour Judge John McKay, Port Arthur, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. George F. Horrigan, Port Arthur, Ont., appointed on the recommendation of the employing company; and Mr. Arthur Boyd, Port Arthur, Ont., appointed on the recommendation of the employees concerned.

Report received—June 19, 1911.

Result of inquiry—A unanimous report was presented by the Board, in which it was stated that a settlement had been effected of all matters in dispute, an agreement effective from May 1, 1911, to April 30, 1912, having been signed by both parties concerned.

111. THE MICHIGAN CENTRAL RAILWAY COMPANY AND SECTIONMEN.

Application received—May 18, 1911.

Parties concerned—The Michigan Central Railway Company and sectionmen.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Reduction in wages.

Number of employees affected—1,200 to 1,400.

The employees concerned in this dispute ceased work on May 1 on account of a proposed reduction in their rates of pay. Application was later made by the employees for the establishment of a Board. Whilst communications were passing between the Department and the parties concerned relative to the establishment of a Board, an officer of the Department proceeded to St. Thomas at the Minister's request for the purpose of conferring with the parties. As a result the company restored the scale of wages which had existed prior to May 1, 1911, and announced its willingness to re-engage those who had ceased work.

112. THE CITIES OF PORT ARTHUR AND FORT WILLIAM AND ELECTRICAL WORKERS.

Application received—May 27, 1911.

Parties concerned—The Cities of Port Arthur and Fort William, Ont., and electrical workers, members of Local Union No. 339, International Brotherhood of Electrical Workers of America.

Applicants—Employees.

Nature of industry concerned—Electrical work.

Nature of dispute—Wages and hours.

Number of employees affected—Directly, 32; indirectly, 66.

Date of constitution of Board—June 8, 1911.

Membership of Board—Rev. S. C. Murray, D.D., Port Arthur, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. Dix Fraser, Port Arthur, Ont., appointed on the recommendation of the Corporations of Port Arthur and Fort William; and Mr. C. W. Foster, Fort William, Ont., appointed on the recommendation of the employees concerned.

Report received—July 3, 1911.

Result of inquiry—A unanimous report was presented by the Board, in which it was stated that a uniform agreement had been signed by both cities and their electrical workers, the agreement being effective for one year from June 1, 1911.

113. THE CITY OF EDMONTON AND ELECTRICAL WORKERS.

Application received—May 29, 1911.

Parties concerned—The City of Edmonton, Alta., and electrical workers, members of Local Union No. 544, International Brotherhood of Electrical Workers of America.

Applicants—Employees.

Nature of industry concerned—Electrical work.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—35.

Date of constitution of Board—June 9, 1911.

Membership of Board—Honourable Mr. Justice H. C. Taylor, Edmonton, Alta., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Arthur W. Ormsby, Edmonton, Alta., appointed on the recommendation of the Corporation of the City of Edmonton; and Mr. W. Symonds, Lethbridge, Alta., appointed on the recommendation of the employees concerned.

Report received—July 5, 1911.

Result of inquiry—A unanimous report was presented by the Board, in which it was stated that a schedule of wages and a set of rules for each department concerned had been drawn up and accepted by both parties to the dispute, effective from April 1, 1911, to May 1, 1913.

114. THE QUEBEC AND LAKE ST. JOHN RAILWAY COMPANY AND CARMEN.

Application received—June 7, 1911.

Parties concerned—The Quebec and Lake St. John Railway Company and carmen, members of the Brotherhood of Railway Carmen of America.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 80; indirectly, 15.

Whilst proceedings looking to the establishment of a Board were in progress the Department was informed that a settlement had been reached on all points at issue.

115. THE MONTREAL STREET RAILWAY COMPANY AND EMPLOYEES.

Application received—June 19, 1911.

Parties concerned—The Montreal Street Railway Company and employees, members of Local Union No. 328, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railways.

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Nature of dispute—Dismissal of certain employees and alleged discrimination against them as members of the Union.

Number of employees affected—Directly, 30; indirectly, 1,970.

Date of constitution of Board—August 11, 1911.

Membership of Board—Honourable Mr. Justice Thomas Fortin, Montreal, Que., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. L. Perron, K.C., Montreal, Que., appointed on the recommendation of the employing company; and Mr. Charlemagne Rodier, Montreal, Que., appointed on the recommendation of the employees concerned.

The Board was restrained from proceeding by order of Court, pending determination of an application by the company to the Superior Court for a writ of injunction declaring the Industrial Disputes Investigation Act to be *ultra vires*. On March 31, 1912, the company's application in this matter had not been disposed of.

116. GRAND TRUNK RAILWAY COMPANY AND MACHINISTS.

Application received—July 18, 1911.

Parties concerned—The Grand Trunk Railway Company and machinists, members of the International Association of Machinists.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Demand for new schedule of rules and rates of pay.

Number of employees affected—Directly, 2,000; indirectly, 6,000.

Date of constitution of Board—October 11, 1912.

Membership of Board—Honourable Mr. Justice J. V. Teetzel, Toronto, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Honourable Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees concerned.

Report received—October 23, 1911.

Result of inquiry—Report was signed by the three members of the Board, Mr. O'Donoghue, however, dissenting in certain particulars. The Department was informed that the findings of the Board were not acceptable to the employees concerned. No cessation of work, however, occurred.

117. THE GRAND TRUNK RAILWAY COMPANY AND MACHINISTS AND BOILERMAKERS.

Applications received—July 31, August 8, 1911, respectively.

Parties concerned—The Grand Trunk Pacific Railway Company and machinists and boilermakers, members of the International Association of Machinists and the International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.

Applicants—Employees.

Nature of industry concerned—Railways.

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Nature of dispute—Wages, hours and conditions of employment; also demand for schedule.

Number of employees affected—150 and 150 respectively.

Date of constitution of Board—October 12, 1911.

Membership of Board—Rev. Dr. J. W. Sparling, Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Rev. J. L. Gordon, Winnipeg, Man., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. Thos. J. Murray, Winnipeg, Man., appointed on the recommendation of the employees concerned.

Report received—October 28, 1911.

Result of inquiry—A unanimous report was presented by the Board which was favourable to the employees concerned and was accepted on their behalf. The company, in a letter dated November 2, declined to accept the Board's findings. On October 6 the company's shops at Edmonton and Rivers were closed down, and the employees concerned declared a strike on October 10, which continued until Dec. 13, 1912, when conferences were held between the parties at the instance of the Minister of Labour, which resulted in an agreement between the parties concerned.

118. THE CANADIAN PACIFIC RAILWAY COMPANY AND EMPLOYEES AT CALGARY AND MEDICINE HAT, ALTA.

Application received—September 11, 1911.

Parties concerned—The Canadian Pacific Railway Company and various employees at Calgary and Medicine Hat, Alta., members of the Canadian Brotherhood of Railroad Employees.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Alleged discrimination against members of the Union.

Number of employees affected—Directly, 6,500; indirectly, 6,500.

A Board was established in this matter on October 19, Mr. John Anthony McDonald, Halifax, N.S., being appointed a member thereof on the recommendation of the employees concerned. Further proceedings were, however, discontinued, owing to the failure of the employees to furnish the Department with certain required information.

119. THE BRITISH COLUMBIA TELEPHONE COMPANY AND EMPLOYEES.

Application received—September 6, 1911.

Parties concerned—The British Columbia Telephone Company and employees, members of Local Union No. 213, International Brotherhood of Electrical Workers of America.

Applicants—Employees.

Nature of industry concerned—Telephones.

Nature of dispute—Wages and company's attitude towards union men.

Number of employees affected—220.

Date of constitution of Board—October 6, 1911.

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Membership of Board—John Harold Senkler, K.C., Vancouver, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. William Henry Barker, Vancouver, B.C., appointed on the recommendation of the employing company; and Mr. Charles Enright, Vancouver, B.C., appointed on the recommendation of the employees concerned.

Reports received—November 28, 1911.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Barker. The Department was not informed of the acceptance or non-acceptance by either party of the Board's findings. No cessation of work, however, occurred.

120. THE ALBERTA COAL MINING COMPANY, LIMITED, CARDIFF, ALBERTA, AND EMPLOYEES.

Application received—October 23, 1911.

Parties concerned—The Alberta Coal Mining Company, Limited, Cardiff, Alta., and employees.

Applicants—Employers.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—80.

Date of constitution of Board—November 27, 1911.

Membership of Board—Mr. Norman Fraser, Edmonton, Alta., chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. C. Hannah, Calgary, Alta., appointed on the recommendation of the employing company; and Mr. Clement Stubbs, Bellevue, Alta., appointed on the recommendation of the employees concerned.

Report received—December 12, 1911.

Result of inquiry—Report was signed by all three members of the Board, with slight objections noted by Messrs. Hannah and Stubbs. After the award of the Board had been communicated to both parties concerned there was a cessation of work for a few days. The Department was later informed that a settlement had been reached on the basis of the Board's findings, and work resumed.

121. THE QUEBEC CENTRAL RAILWAY COMPANY AND TELEGRAPH AND STATION EMPLOYEES.

Application received—November 14, 1911.

Parties concerned—The Quebec Central Railway Company and telegraph and station employees, members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Demand for adoption of a new schedule of rules and rates of pay.

Number of employees affected—70.

Whilst proceedings looking to the establishment of a Board were in progress a settlement was arrived at by the parties concerned.

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122. THE MICHIGAN CENTRAL RAILROAD COMPANY AND STATION AGENTS
TELEGRAPH AND TELEPHONE OPERATORS AND TOWERMEN.

Application received—December 12, 1911.

Parties concerned—The Michigan Central Railroad Company and station agents, telegraph and telephone operators, and towermen, members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Demand for the adoption of certain amendments to the existing schedule.

Number of employees affected—Directly, 115; indirectly, 3,000.

Date of constitution of Board—January 17, 1912.

Membership of Board—Mr. Peter McDonald, Woodstock, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. E. Duval, Montreal, Que., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees concerned.

Report received—March 12, 1912.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Duval. As a result of the inquiry the company granted an increase of wages and made certain modifications in its rules governing the employment of its station agents, telegraphers, etc. No cessation of work occurred.

123. THE PERE MARQUETTE RAILWAY CO. AND MAINTENANCE-OF-WAY MEN
AND PUMPMEN.

Application received—December 29, 1911.

Parties concerned—The Pere Marquette Railway Company and maintenance-of-way men and pumpmen, members of the International Brotherhood of Maintenance-of-Way Employees.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and hours; also demand for a schedule governing both the foregoing.

Number of employees affected—140.

Date of constitution of Board—January 20, 1912.

Membership of Board—Honourable Chief Justice Sir Glenholme Falconbridge, Toronto, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Honourable Wallace Nesbitt, K.C., Toronto, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees concerned.

Report received—February 19, 1912.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.

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124. THE CANADIAN PACIFIC RAILWAY COMPANY AND RAILROAD FREIGHT HANDLERS AND RAILWAY CLERKS, WINNIPEG, MAN.

Application received—March 11, 1912.

Parties concerned—The Canadian Pacific Railway Company and railroad freight handlers and railway clerks, members of Winnipeg Division No. 177, Brotherhood of Railroad Freight Handlers and Railway Clerks, employed at Winnipeg, Man.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Alleged discrimination against members of the union.

Number of employees affected—Directly, 220; indirectly, 230.

Date of constitution of Board—April 3, 1912.

Membership of Board—Honourable Mr. Justice H. A. Robson, Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Chas. P. Fullerton, Winnipeg, Man., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. Thos. J. Murray, Winnipeg, Man., appointed on the recommendation of the employees concerned.

Report received—May 3, 1912.

Result of inquiry—A unanimous report was presented by the Board in which it was stated that the company had re-employed all the dismissed employees who wished to return to work. The award was formally accepted by both parties to the dispute.

125. THE CANADIAN NORTHERN RAILWAY COMPANY AND EMPLOYEES, MEMBERS OF TRAIN SERVICE ORGANIZATIONS.

Application received—April 29, 1912.

Parties concerned—The Canadian Northern Railway Company and employees, members of Train Service Organizations.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—The proposed displacement of train crews of the Canadian Northern Railway by the Midland Railway Company, which had acquired running rights over the Canadian Northern line from Winnipeg to Emerson.

Number of employees affected—2,000.

Result of inquiry—Messrs. R. Max Dennistoun, Winnipeg, Man., and L. L. Pelletier, Fort William, Ont., were appointed members of the Board on the recommendation of the employing company and the employees respectively. Pending the appointment of a chairman, the department was informed that a satisfactory settlement had been arrived at by the parties concerned.

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126. THE CANADIAN NORTHERN COAL AND ORE DOCK COMPANY, LIMITED, PORT ARTHUR, ONT., AND COAL HANDLERS.

Application received—May 8, 1912.

Parties concerned—The Canadian Northern Coal and Ore Dock Company, Limited, Port Arthur, Ont., and coal handlers, most of them being members of Coal Handlers' Union, Local No. 319.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Alleged breach of agreement by company; also demand for increased wages, recognition of union, and yearly conference by the company and employees.

Number of employees affected—90.

Date of constitution of Board—May 22, 1912.

Membership of Board—His Honour Judge John McKay, Port Arthur, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. George F. Horrigan, Port Arthur, Ont., appointed on the recommendation of the employing company; and Mr. Frederick Urry, also of Port Arthur, Ont., appointed on the recommendation of the employees concerned.

Reports received—July 19, 1912; July 22, 1912.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Urry. The award of the majority of the Board was in favour of the company. The employees refused to accept the same and declared a strike on July 29, which continued until August 4, when an agreement was reached which provided for certain increases in pay and the reinstatement of certain former employees.

127. THE OTTAWA ELECTRIC RAILWAY COMPANY AND STREET RAILWAY EMPLOYEES.

Application received—May 9, 1912.

Parties concerned—The Ottawa Electric Railway Company and Street Railway Employees, members of the Amalgamated Association of Street and Electric Railway Employees of America, Division No. 279.

Applicants—Employees.

Nature of industry concerned—Street railways.

Nature of dispute—Refusal of company to accept terms proposed by the employees providing for increased wages, shorter hours, and improved working conditions.

Number of employees affected—425.

Date of constitution of Board—May 18, 1912.

Membership of Board—Honourable Mr. Justice J. M. McDougall, Aylmer, Que., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Travers Lewis, K.C., Ottawa, Ont., appointed on the recommendation of the employing company; and Mr. P. M. Draper, Ottawa, Ont., appointed on the recommendation of the employees concerned.

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Report received—June 13, 1912.

Result of inquiry—A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.

128. THE INVERNESS RAILWAY AND COAL COMPANY AND MINERS IN ITS EMPLOY.

Application received—June 4, 1912.

Parties concerned—Inverness Railway and Coal Company and miners in its employ.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, conditions of employment, and retention of dues for the Provincial Workmen's Association.

Number of employees affected—500.

Date of constitution of Board—August 21, 1912.

Membership of Board—Mr. Finlay MacDonald, Sydney, N.S., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Major W. Ernest Thompson, Halifax, N.S., appointed on the recommendation of the employing company; and Mr. J. C. Watters, Ottawa, Ont., appointed on the recommendation of the employees concerned.

Report received—October 9, 1912.

Result of inquiry—A unanimous report was presented by the Board, in which it was stated that an agreement had been reached by the parties concerned.

129. THE CANADIAN PACIFIC RAILWAY COMPANY AND EMPLOYEES IN STATION AND TELEGRAPH SERVICE.

Application received—June 28, 1912.

Parties concerned—The Canadian Pacific Railway Company and employees in station and telegraph service, members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Wages and amendment of conditions of service.

Number of employees affected—Directly, 1,800; indirectly, 8,000.

Date of constitution of Board—July 22, 1912.

Membership of Board—Mr. Peter McDonald, Woodstock, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. E. Duval, Montreal, Que., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees concerned.

Reports received—September 4, 1912; September 6, 1912.

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Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. J. G. O'Donoghue. The majority report was accepted by the company, but was not accepted by the employees concerned. As a result of further conferences between the parties an agreement was reached, effective regarding wages from August 1, 1912, and hours, overtime rates, and other changes from October 1, 1912. The threatened strike was thereby averted.

130. THE BRITANNIA MINING AND SMELTING COMPANY, BRITANNIA MINES, B.C.,
AND EMPLOYEES.

Application received—July 3, 1912.

Parties concerned—The Britannia Mining and Smelting Company, Britannia Mines, B.C., and employees, members of Britannia Miners' Union.

Applicants—Employees.

Nature of industry concerned—Metal mining.

Nature of dispute—Wages, conditions of employment, and recognition of union.

Number of employees affected—300.

Date of constitution of Board—August 6, 1912.

Membership of Board—Mr. Jas. A. Harvey, K.C., Vancouver, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. Ernest Burns, Vancouver, B.C., appointed on the recommendation of the employing company; and Mr. George Hetherton, also of Vancouver, B.C., appointed on the recommendation of the employees concerned.

Reports received—September 16, 1912.

Result of inquiry—Report of Board was accompanied by minority report signed by Mr. Burns. The employees concerned accepted the award of the majority of the Board, but the company declined to do so. Mining operations were continued until February 18, when the alleged dismissal by the company of one of the union officials brought the existing dissatisfaction to a head, and a strike was declared, which continued until the month of August following, operations at the mines, however, being but slightly affected for some time before the strike was definitely called off.

131. THE HALIFAX ELECTRIC TRAMWAY COMPANY AND EMPLOYEES.

Application received—July 18, 1912.

Parties concerned—The Halifax Electric Tramway Company and employees, members of Division No. 508, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 125; indirectly, 50.

Date of constitution of Board—August 1, 1912.

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Membership of Board—His Honour Judge W. B. Wallace, Halifax, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Mr. George S. Campbell, Halifax, N.S., appointed on the recommendation of the employing company; and Mr. John T. Joy, also of Halifax, N.S., appointed on the recommendation of the employees concerned.

Report received—August 22, 1912.

Result of inquiry—A unanimous report was presented by the Board, embodying the terms of an agreement which had been arrived at by the parties concerned.

132. MCENANEY MINES LIMITED, MCINTYRE PORCUPINE MINES LIMITED, JUPITER MINES, LIMITED, VIPOND PORCUPINE MINES, LIMITED, PLENAURUM MINES, LIMITED, AND EMPLOYEES.

Applications received—Employees of McEnaney Mines, Limited, July 20, 1912; employees of McIntyre-Porcupine Mines, Limited, Jupiter Mines, Limited, Vipond-Porcupine Mines, Limited, and Plenaurem Mines, Limited, July 26, 1912.

Parties concerned—McEnaney Mines, Limited, McIntyre-Porcupine Mines, Limited, Jupiter Mines, Limited, Vipond-Porcupine Mines, Limited, Plenaurem Mines, Limited, and employees, members of Porcupine Miners' Union No. 145, Western Federation of Miners.

Applicants—Employees.

Nature of industry concerned—Metal mining.

Nature of dispute—Proposed reduction in wages.

Number of employees affected—McEnaney Mines, Limited, directly, 40; indirectly, 1,000; other mines, directly, 225; indirectly, 1,000.

Date of constitution of Board—August 23, 1912.

Membership of Board—Mr. Peter McDonald, Woodstock, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. H. E. T. Haultain, Toronto, Ont., appointed on the recommendation of the employing companies; and Mr. Wm. C. Thompson, South Porcupine, Ont., appointed on the recommendation of the employees concerned.

Reports received—October 21, 1912; November 7, 1912.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Thompson. The majority report was not acceptable to the employees concerned, and on November 15 a strike was declared which continued until June, 1913, when an arrangement was made by which the men were permitted by the union to return to work.

133. THE QUEBEC RAILWAY, LIGHT, HEAT AND POWER COMPANY AND STREET RAILWAY EMPLOYEES.

Application received—August 29, 1912.

Parties concerned—The Quebec Railway, Light, Heat and Power Company and street railway employees, members of National Brotherhood of Street Railway Employees.

Applicants—Employees.

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Nature of industry concerned—Street railways.

Nature of dispute—Wages; also demand for recognition of union and for reinstatement of certain employees.

Number of employees affected—Directly, 231; indirectly, 30.

Date of constitution of Board—September 25, 1912.

Membership of Board—Honourable Mr. Justice C. E. Dorion, Quebec, Que., chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. L. Perron, K.C., Montreal, Que., appointed on the recommendation of the employing company; and Mr. J. P. N. Simard, Quebec, Que., appointed on the recommendation of the employees concerned.

Report received—December 12, 1912.

Result of inquiry—A unanimous report was presented by the Board, embodying an agreement, signed by both parties, which disposed of all points at issue.

134. STEAMSHIP COMPANIES AT HALIFAX AND EMPLOYEES.

Application received—September 11, 1912.

Parties concerned—Certain steamship companies doing business at the port of Halifax, N.S., namely: Pickford and Black, Furness Withy Company, T. A. S. DeWolfe and Son, Canada Atlantic and Plant Steamship Company, S. Cunard and Company, and Royal Steamship Company, and employees, members of Halifax Longshoremen's Association.

Applicants—Employees.

Nature of industry concerned—Shipping.

Nature of dispute—Wages.

Number of employees affected—500.

Date of constitution of Board—September 21, 1912.

Membership of Board—His Honour Judge W. B. Wallace, Halifax, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Mr. George A. McKenzie, Halifax, N.S., appointed on the recommendation of the employing companies; and Mr. Arthur M. Hoare, also of Halifax, N.S., appointed on the recommendation of the employees concerned.

Report received—October 15, 1912.

Result of inquiry—A unanimous report was presented by the Board, in which it was stated that an agreement had been arrived at by the parties concerned, effective from October 15, 1912, to December 31, 1913, and thereafter from year to year, unless either party gives notice to the contrary at least thirty days prior to the expiration of any calendar year.

135 THE HULL ELECTRIC RAILWAY COMPANY AND CONDUCTORS AND MOTORMEN, HULL, QUE.

Application received—September 18, 1912.

Parties concerned—The Hull Electric Railway Company and conductors and motormen, members of Division No. 591, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

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Nature of industry concerned—Electric railways.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 68; indirectly, 74.

Date of constitution of Board—October 1, 1912.

Membership of Board—Mr. Peter McDonald, K.C., Woodstock, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. George D. Kelly, Ottawa, Ont., appointed on the recommendation of the employing company; and Mr. George C. Wright, Hull, Que., appointed on the recommendation of the employees concerned.

Report received—November 2, 1913.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.

136. CITIES OF PORT ARTHUR AND FORT WILLIAM, ONT., AND CONDUCTORS AND MOTORMEN.

Application received—September 25, 1912.

Parties concerned—Cities of Port Arthur and Fort William, Ont., and conductors and motormen in street railway service.

Applicants—Employees.

Nature of industry concerned—Street railways.

Nature of dispute—Alleged breach of agreement by company and unsatisfactory investigation of charges against employees.

Number of employees affected—Directly, 72; indirectly, most of the industrial workers in the two cities.

Date of constitution of Board—October 7, 1912.

Membership of Board—Mr. George H. Rapsey, Port Arthur, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. P. Cooke, Port Arthur, Ont., appointed on the recommendation of the employing cities; and Mr. Frederick Urry, also of Port Arthur, Ont., appointed on the recommendation of the employees concerned.

Report received—December 16, 1912.

Result of inquiry—The report was signed by all three members of the Board. Mr. Urry dissenting, however, in one particular. A resolution was adopted by the Joint Board of Management of the two cities accepting the findings of the Board. The employees, however, refused to accept same.

137. THE CANADIAN PACIFIC RAILWAY COMPANY AND FREIGHT HANDLERS, FREIGHT CLERKS, etc., PORT ARTHUR AND FORT WILLIAM, ONT.

Application received—November 21, 1912.

Parties concerned—The Canadian Pacific Railway Company and freight handlers, freight clerks, &c., members of the Canadian Brotherhood of Railroad Employees, employed on the Ottawa Division, Port Arthur and Fort William, Ont.

Applicants—Employees.

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Nature of industry concerned—Railways.

Nature of dispute—Alleged unfair dismissals and refusal of company to negotiate with employees respecting schedule of rules and rates of pay.

Number of employees affected—Directly, 1,300; indirectly, 15,000.

Date of constitution of Board—November 28, 1912.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. J. E. Duval, Montreal, Que., appointed on the recommendation of the employing company; and Mr. J. A. McDonald, Halifax, N.S., appointed on the recommendation of the employees concerned.

Report received—December 11, 1912.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Duval. Prior to the date of the application the men had gone out on strike and remained out from November 4 to February 3, when the department was informed that an agreement had been reached by the parties concerned and the employees had accordingly resumed work.

138. OWNERS OR CONTROLLERS OF VARIOUS METALLIFEROUS MINES IN EASTERN BRITISH COLUMBIA AND EMPLOYEES.

Applications received—Employees of Fort Steele Mining and Smelting Company, November 30, 1912.

Employees of Standard Silver Lead Mining Company, Limited, Van Roi Mines, Limited, and Silverton Mines, Limited, December 3, 1912.

Employees of Queens Mines, Inc., December 3, 1912.

Employees of Lucky Jim Zinc Mines, Limited, Rambler Cariboo Mines, Surprise Mine, Hope Mine, Noble Five Mines, Richmond Eureka Mines, and Idaho-Alamo Mines, December 9, 1912.

Employees of Blue Bell Mine, No. 1 Mine, Highland Mine, Hope Mine, Silver Horde Mine, Molly Gibson Mine, Eureka Mine, and Poorman Mine, December 10, 1912.

Parties concerned—Fort Steele Mining and Smelting Company and employees, members of Kimberley Miners' Union No. 100, Western Federation of Miners.

Standard Silver Lead Mining Company, Limited, Van Roi Mines, Limited, Silverton Mines, Limited, and employees, members of Silverton Miners' Union No. 95, Western Federation of Miners.

Queens Mines, Inc., and employees, members of Ymir Miners' Union No. 85, Western Federation of Miners.

Lucky Jim Zinc Mines, Limited, Rambler Cariboo Mines, Surprise Mine, Hope Mine, Noble Five Mines, Richmond Eureka Mines, Idaho-Alamo Mines, and employees, members of Sandon Miners' Union No. 81, Western Federation of Miners.

Blue Bell Mine, No. 1 Mine, Highland Mine, Hope Mine, Silver Horde Mine, Molly Gibson Mine, Eureka Mine, Poorman Mine, and employees, members of Nelson Miners' Union No. 96, Western Federation of Miners.

Applicants—Employees.

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Nature of industry concerned—Metal mining.

Nature of dispute—Wages.

Number of employees affected—Employees of Fort Steele Mining and Smelting Company, 140.

Employees of Standard Silver Lead Mining Company, Limited Van Roi Mines, Limited, and Silvertown Mines, Limited, directly, 325; indirectly, 50.

Employees of Queens Mines, Inc., directly, 45; indirectly, 200.

Employees of Lucky Jim Zinc Mines, Limited, Rambler Cariboo Mines, Surprise Mine, Hope Mine, Noble Five Mines, Richmond Eureka Mines and Idaho-Alamo Mines, directly, 210; indirectly, 90.

Employees of Blue Bell Mine, No. 1 Mine, Highland Mine, Hope Mine, Silver Horde Mine, Molly Gibson Mine, Eureka Mine and Poorman Mine, 300.

Date of constitution of Board—December 21, 1912.

Membership of Board—Mr. W. S. Bullock-Webster, Victoria, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Chas. R. Hamilton, Nelson, B.C., appointed on the recommendation of the employing companies; and Mr. J. W. Bennett, Fernie, B.C., appointed on the recommendation of the employees concerned.

Reports received—January 27, 1913; February 4, 1913.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Bennett. The majority report of the Board found against the demands of the employees. No cessation of work occurred.

139. THE CANADIAN GOVERNMENT RAILWAYS MANAGING BOARD AND LOCOMOTIVE ENGINEERS.

Application received—December 9, 1912.

Parties concerned—The Canadian Government Railways Managing Board and Locomotive Engineers, members of the Brotherhood of Locomotive Engineers, employed on the Intercolonial Railway of Canada.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Employees' demand for reinstatement of certain employees and for payment to these and to others who had been suspended.

Number of employees affected—Directly, 8; indirectly, 350.

Proceedings under the Act were stayed pending further negotiations between the Government Railways Managing Board and the Brotherhood of Locomotive Engineers. The dispute was adjusted by direct negotiations between the parties concerned.

140. THE OTTAWA CAR COMPANY AND MACHINISTS, BLACKSMITHS AND HELPERS.

Application received—January 9, 1913.

Parties concerned—The Ottawa Car Company and machinists, blacksmiths and helpers in its employ, being members of Lodge No. 412, International Association of Machinists, and Local No. 446, International Brotherhood of Blacksmiths and Helpers.

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Applicants—Employees.

Nature of industry concerned—Machinists, blacksmiths and helpers.

Nature of dispute—Wages and hours.

Number of employees affected—69.

Date of constitution of Board—January 11, 1913.

Membership of Board—Mr. Hamnett P. Hill, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. George F. Henderson, Ottawa, Ont., appointed on the recommendation of the employing company; and Mr. J. C. Watters, also of Ottawa, Ont., appointed on the recommendation of the employees concerned.

Report received—January 17, 1913.

Result of inquiry—A unanimous report was presented by the Board embodying an agreement, signed by both parties to the dispute, which disposed of all points at issue. The agreement is to remain in force for one year from January 17, 1913, and thereafter until terminated by sixty days' notice by either party.

141. CANADIAN GOVERNMENT RAILWAYS MANAGING BOARD AND EMPLOYEES OF
MECHANICAL DEPT.

Application received—January 31, 1913.

Parties concerned—Canadian Government Railways Managing Board and certain employees, members of International Association of Machinists. International Association of Blacksmiths and Helpers. Brotherhood of Railway Carmen of America, International Association of Boilermakers, and International Association of Boilermakers' Helpers, employed on the Intercolonial and Prince Edward Island railways.

Applicants—Employees.

Nature of industry concerned—Railways.

Nature of dispute—Hours and revision of schedule.

Number of employees affected—1,500.

Proceedings under Act were stayed pending negotiations between the Minister of Railways and Canals and a committee of the employees concerned, which resulted in a settlement of the matters in dispute.

142. THE BRITISH COLUMBIA TELEPHONE COMPANY AND EMPLOYEES.

Application received—March 17, 1913.

Parties concerned—The British Columbia Telephone Company and employees, members of Local Union 213, International Brotherhood of Electrical Workers.

Applicants—Employer.

Nature of industry concerned—Telephones.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—320.

Through the good offices of the department conferences were arranged between the officials of the company and the committee of the men who had gone on strike on March 14. These conferences resulted in a settlement of the main points at issue and the men returned to work on March 24.

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143. THE CANADIAN NORTHERN RAILWAY COMPANY AND CONDUCTORS.

Application received—March 11, 1913.

Parties concerned—The Canadian Northern Railway Company and conductors, members of the Order of Railway Conductors of America.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages, hours, and conditions of employment.

Number of employees affected—Directly, 450; indirectly, 2,200.

Date of constitution of Board—March 29, 1913.

Membership of Board—Honourable Mr. Justice A. Haggart, Winnipeg, Man., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Wm. Cross, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. J. Harvey Hall, Toronto, Ont., appointed on the recommendation of the employees concerned.

Reports received—April 25, 1913.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Cross. Mr. Hall, while signing the majority report, also submitted a statement of points on which he differed from the chairman. No cessation of work occurred.

144. THE CITY OF VANCOUVER AND SCANVENGERS, WATERWORKS EMPLOYEES AND MAINTENANCE AND CONSTRUCTION MEN.

Application received—March 14, 1913.

Parties concerned—The Corporation of the City of Vancouver, B.C., and scavengers, waterworks employees, and maintenance and construction men, members of Civic Employees' Union and Local of International Union of Hodcarriers, Building and Common Labourers.

Applicants—Employees.

Nature of industry concerned—Municipal work.

Nature of dispute—Increase in wages of waterworks men and alleged discrimination against members of the union.

Number of employees affected—Directly, 1,200; indirectly, 1,200.

Date of constitution of Board—April 5, 1913.

Membership of Board—Honourable Mr. Justice Denis Murphy, Vancouver, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. H. O. Alexander, Vancouver, B.C., appointed on the recommendation of the Corporation of the City of Vancouver; and Mr. Geo. E. McCrossan, also of Vancouver, B.C., appointed on the recommendation of the employees concerned.

Report received—May 14, 1913.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The award was accepted by the Corporation of the City of Vancouver and was understood also to be acceptable to the employees concerned.

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145. THE CANADIAN PACIFIC RAILWAY COMPANY AND FIREMEN AND ENGINEMEN
ON ALBERTA DIVISION.

Application received—March 31, 1913.

Parties concerned—The Canadian Pacific Railway Company and certain employees on the Alberta Division, members of the Brotherhood of Locomotive Firemen and Enginemen.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Alleged breach of agreement by company *re* promotions.

Number of employees affected—Directly, 2,659; indirectly, 7,000.

Date of constitution of Board—April 15, 1913.

Membership of Board—Professor Adam Shortt, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. H. Wellington, Moose Jaw, Sask., appointed on the recommendation of the employing company; and Mr. D. Campbell, Toronto, Ont., appointed on the recommendation of the employees concerned.

Reports received—October 21, 1913.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Campbell. The report stated that the dispute was in reality between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, the Canadian Pacific Railway Company having accepted the seniority list prepared by the former, the correctness of which was questioned by the Brotherhood of Locomotive Firemen and Enginemen. A conference was held in Chicago between representatives of these two Railway Brotherhoods, at which an agreement was entered into providing ways and means for the settlement by joint action of matters in dispute and apparently including such differences as had been here referred. Due note of this matter was taken by the Board and action was taken accordingly. Nothing further was heard of the dispute.

146. CERTAIN BOOT AND SHOE MANUFACTURERS OF THE CITY OF QUEBEC, AND
EMPLOYEES.

Application received—April 5, 1913.

Parties concerned—Certain Boot and Shoe Manufacturers of the City of Quebec, namely, J. H. Larochelle, W. A. Marsh & Co., J. Ritchie & Co., and O. Goulet, and employees, members of La Fraternité Nationale des Cordonniers-Machinistes de Quebec.

Applicants—Employees.

Nature of industry concerned—Boot and shoe manufacture.

Nature of dispute—Wages and alleged breach of agreement.

Number of employees affected—Directly, 25; indirectly, 500.

Date of constitution of Board—April 28, 1913.

Membership of Board—Honourable H. Cyrias Pelletier, Quebec, Que., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Felix Marois, Quebec, Que., appointed on the recommendation of the employing companies; and Mr. Gaudiose Hébert, also of Quebec, Que., appointed on the recommendation of the employees concerned.

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Reports received—June 2, 1913; June 18, 1913.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Hébert. The award was declared acceptable to the companies concerned. The employees, however, refused to accept same and some of the individuals directly affected ceased work, but no general cessation of work occurred.

147. THE ACADIA COAL COMPANY, LIMITED, STELLARTON, N.S., AND EMPLOYEES.

Application received—May 26, 1913.

Parties concerned—The Acadia Coal Company, Limited, Stellarton, N.S., and employees, some of them being members of Local Unions No. 351 and No. 1726, United Mine Workers of America.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, rents, dismissals, and union recognition.

Number of employees affected—Directly, 1,125; indirectly, 260.

Date of constitution of Board—June 20, 1913.

Membership of Board—Honourable John N. Armstrong, North Sydney, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. H. Chase, Wolfville, N.S., appointed on the recommendation of the employing company; and Mr. J. C. Watters, Ottawa, Ont., appointed on the recommendation of the employees concerned.

Report received—July 14, 1913.

Result of inquiry—A unanimous report was presented by the Board, in which it was stated that an amicable settlement of all matters in dispute had been effected.

148. THE MARITIME AND CONSTRUCTION COMPANY, LIMITED, ST. JOHN, N.B., AND TUG BOAT WORKERS.

Application received—June 16, 1913.

Parties concerned—The Maritime Dredging and Construction Company, Limited, St. John, N.B., and dredge and tug boat workers in its employ, being members of Tug Captains' Local No. 830, Tug Firemen's Local No. 802, and Dredge Workers' Protective Association Local No. 470.

Applicants—Employees.

Nature of industry concerned—Dredging.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 150; indirectly, 205.

Date of constitution of Board—June 24, 1913.

Membership of Board—Mr. Chas. H. Thomas, Fredericton, N.B., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. John E. Moore, St. John, N.B., appointed on the recommendation of the employing company; and Mr. J. E. Tighe, also of St. John, N.B., appointed on the recommendation of the employees concerned.

Report received—October 27, 1913.

Result of inquiry—A unanimous report was presented by the Board. The award was declared acceptable to the company, but was not accepted by the employees concerned. No cessation of work occurred.

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149. THE BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, VANCOUVER, B.C.,
AND EMPLOYEES.

Application received—June 25, 1913.

Parties concerned—The British Columbia Electric Railway Company and employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria, and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 2,000; indirectly, about 300.

Date of constitution of Board—July 4, 1913.

Membership of Board—Honourable Mr. Justice Denis Murphy, Vancouver, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. H. O. Alexander, Vancouver, B.C., appointed on the recommendation of the employing company; and Mr. M. B. Cotsworth, New Westminster, B.C., appointed on the recommendation of the employees concerned.

Reports received—August 21, 1913; September 3, 1913.

Result of inquiry—The members of the Board were unanimous in their findings regarding rules, but differed on the question of wages, separate wage schedules being submitted with the majority and minority reports. The minority report was signed by Mr. Cotsworth. As the result of the investigation an agreement was entered into by both parties to the dispute.

150. THE HALIFAX AND SOUTH WESTERN RAILWAY COMPANY AND EMPLOYEES.

Application received—July 7, 1913.

Parties concerned—The Halifax and South Western Railway Company and certain employees, members of the Canadian Brotherhood of Railroad Employees.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 34; indirectly, 5.

Date of constitution of Board—August 12, 1913.

Membership of Board—Mr. A. B. Crosby, Halifax, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Major W. Ernest Thompson, Halifax, N.S., appointed on the recommendation of the employing company; and Mr. J. A. McDonald, also of Halifax, N.S., appointed on the recommendation of the employees concerned.

Report received—September 8, 1913.

Result of inquiry—A unanimous report was presented by the Board, embodying the terms of an agreement signed on behalf of both parties to the dispute, effective for one year from June 1, 1913, and thereafter, thirty days' notice to be given by either party desiring to revise same.

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151. THE GRAND TRUNK RAILWAY COMPANY AND MAINTENANCE-OF-WAY EMPLOYEES.

Application received—July 30, 1913.

Parties concerned—The Grand Trunk Railway Company and maintenance-of-way employees, members of the International Brotherhood of Maintenance-of-Way Employees.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages.

Number of employees affected—3,000.

Date of constitution of Board—August 27, 1913.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. G. D. Robertson, Winnipeg, Man., appointed on the recommendation of the employees concerned.

Report received—September 20, 1913.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.

152. THE QUEBEC CENTRAL RAILWAY COMPANY AND SHOP EMPLOYEES, SHERBROOKE, QUE.

Application received—August 7, 1913.

Parties concerned—The Quebec Central Railway Company and shop employees at Sherbrooke, Que., members of the International Association of Machinists, Brotherhood of Railway Carmen of America, International Brotherhood of Blacksmiths and Helpers, and International Brotherhood of Boilermakers, Iron Shipbuilders and Helpers.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 149; indirectly, 40.

Pending the establishment of a Board, a satisfactory arrangement was arrived at by the parties concerned.

153. THE GRAND TRUNK RAILWAY COMPANY AND STATION AND TELEGRAPH EMPLOYEES.

Application received—August 25, 1913.

Parties concerned—The Grand Trunk Railway Company and station and telegraph employees, members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—1,300.

Date of constitution of Board—September 11, 1913.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees concerned.

Report received—November 25, 1913.

Result of inquiry—Report of Board was signed by all three members of the Board, Mr. O'Donoghue, however, dissenting on one or two points. The award was accepted by both parties concerned.

154. CERTAIN STEAMSHIP COMPANIES TRADING TO PORT OF ST. JOHN AND LONGSHOREMEN; ALSO COAL HANDLERS AND TRIMMERS.

Application received—October 14, 1913.

Parties concerned—Certain Steamship Companies trading to the Port of St. John, N.B., comprising Allan Line, C.P.R. Steamship Lines, Dominion Coal Company, Elder Dempster & Company, Furness Withy & Company, Head Line, New Zealand Shipping Company, and Robert Reford Company, Limited (Donaldson Line), and longshoremen, some of them being members of Local No. 273, International Longshoremen's Association, also coal handlers and trimmers employed by the Dominion Coal Company, members of Local No. 810, International Longshoremen's Association.

Applicants—Employers.

Nature of industry concerned—Shipping.

Nature of dispute—Wages, hours, and conditions of employment.

Number of employees affected—1,049.

Date of constitution of Board—October 22, 1913.

Membership of Board—Mr. Walter E. Foster, St. John, N.B., chairman, appointed on the joint recommendation of the other members of the Board; Mr. John E. Moore, St. John, N.B., appointed on the recommendation of the employing companies; and Mr. J. E. Tighe, also of St. John, N.B., appointed on the recommendation of the employees concerned.

Reports received—November 14, 1913; November 21, 1913.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. This report concerned all interests affected except the Dominion Coal Company and its employees, a separate investigation being made in this case. In the former case the shipping companies and employees concerned bound themselves under Section 62 of the Act to abide by the award. In the latter case the award was also unanimous and was accepted by both parties concerned.

155. CANADIAN PACIFIC RAILWAY COMPANY AND CERTAIN EMPLOYEES OF THE MAINTENANCE-OF-WAY DEPT.

Application received—October 25, 1913.

Parties concerned—The Canadian Pacific Railway Company and certain employees, members of the International Brotherhood of Maintenance-of-Way Employees.

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Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and company's interpretation of schedule of rules.

Number of employees affected—5,000.

Date of constitution of Board—December 5, 1913.

Membership of Board—Honourable Mr. Chief Justice Richard M. Meredith, London, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. N. Tilley, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. Henry Irwin, Portage la Prairie, Man., appointed on the recommendation of the employees concerned.

Reports received—January 21, 1914.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Irwin. The majority report contained a recommendation to the effect that both sides should withdraw for the present their claims. This recommendation was subsequently agreed to by both parties concerned.

156. GRAND TRUNK PACIFIC RAILWAY COMPANY AND MACHINISTS AND BOILERMAKERS.

Application received—November 20, 1913.

Parties concerned—Grand Trunk Pacific Railway Company and machinists and boilermakers, members of Lodges Nos. 484 and 559, International Association of Machinists, and Lodge No. 529, International Brotherhood of Boilermakers and Iron Shipbuilders.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 700; indirectly, 1,000.

Date of constitution of Board—December 6, 1913.

Membership of Board—Honourable Mr. Justice A. Haggart, Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wm. Cross, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. Thos. J. Murray, also of Winnipeg, Man., appointed on the recommendation of the employees concerned.

Reports received—April 14, 1914.

Result of inquiry—Report of Board was accompanied by minority report signed by Mr. Wm. Cross. The report was in favour of the employees' contentions, but was not accepted by the company.

157. CERTAIN STEAMSHIP COMPANIES TRADING TO THE PORT OF ST. JOHN, N.B., AND MARINE WAREHOUSE FREIGHT CHECKERS.

Application received—December 12, 1913.

Parties concerned—Certain steamship companies trading to the Port of St. John, N.B., comprising Allan Line, C.P.R. Steamship and Railway Lines, Head Line, Furness and Manchester Lines, New Zealand Shipping Com-

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pany, Elder Dempster & Company, Robert Reford & Company, Donaldson Line, C.N.R. Line and Red Cross Line, and marine warehouse freight checkers, members of Local Union No. 825, International Longshoremen's Association.

Applicants—Employees.

Nature of industry concerned—Shipping.

Nature of dispute—Wages, hours, and conditions of employment.

Number of employees affected—Directly, 225; indirectly, 1,600.

Date of constitution of Board—January 8, 1914.

Membership of Board—Mr. G. Fred Fisher, St. John, N.B., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Jos. R. Stone, St. John, N.B., appointed by the Minister in the absence of any recommendation from the employing companies, and Mr. John E. Moore, also of St. John, N.B., appointed on the recommendation of the employees concerned.

Report received—February 7, 1914.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The award was declared acceptable to the employees concerned, but was not accepted by the shipping companies. No cessation of work occurred.

158. CANADIAN NORTHERN RAILWAY COMPANY AND MAINTENANCE-OF-WAY MEN.

Application received—January 9, 1914.

Parties concerned—Canadian Northern Railway Company and maintenance-of-way men, members of the International Brotherhood of Maintenance-of-Way Employees.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages.

Number of employees affected—Directly, 1,800; indirectly, from 3,000 to 4,000.

Date of constitution of Board—March 5, 1914.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. N. Tilley, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. Henry Irwin, Portage la Prairie, Man., appointed on the recommendation of the employees concerned.

Reports received—June 11 and July 13, 1914.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Irwin. The Board recommended that no change should be made at that time in the rates paid to the employees concerned. This was subsequently agreed to by both parties.

159. THE GRAND TRUNK PACIFIC RAILWAY AND MAINTENANCE-OF-WAY MEN.

Application received—January 9, 1914.

Parties concerned—The Grand Trunk Pacific Railway Company and maintenance-of-way men, members of the International Brotherhood of Maintenance-of-Way Employees.

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Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages.

Number of employees affected—Directly, 1,800; indirectly, 2,500.

Date of constitution of Board—January 30, 1914.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. Henry Irwin, Portage la Prairie, Man., appointed on the recommendation of the employees concerned.

Reports received—February 23, 1914; February 26, 1914.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Irwin. The recommendations contained in the report of the Board were accepted by both parties concerned.

160. BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, AND EMPLOYEES,
VANCOUVER, VICTORIA AND NEW WESTMINSTER.

Application received—March 9, 1914.

Parties concerned—British Columbia Electric Railway Company and employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria, and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway.

Nature of dispute—Company's interpretation of certain sections of existing agreement.

Number of employees affected—Directly, 137; indirectly, 1,563.

Date of constitution of Board—March 27, 1914.

Membership of Board—Honourable Mr. Justice W. A. Macdonald, Vancouver, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. John Elliott, Vancouver, B.C., appointed on the recommendation of the employing company; and Mr. Jas. H. McVety, also of Vancouver, B.C., appointed on the recommendation of the employees concerned.

Reports received—June 5, 1914.

Result of inquiry—Report of Board was accompanied by minority report from Mr. Elliott. Some of the outstanding differences were disposed of through the Board's efforts. The remaining points were settled by agreement between the parties through the good offices of Mr. J. D. McNiven, Government Fair Wages Officer.

161. THE CANADIAN PACIFIC RAILWAY COMPANY, AND CONDUCTORS, BAGGAGEMEN, BRAKEMEN AND YARDMEN.

Application received—March 31, 1914.

Parties concerned—The Canadian Pacific Railway Company and conductors, baggagemen, brakemen and yardmen, employed on its western lines, members of the Order of Railway Conductors and Brotherhood of Railroad Trainmen.

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Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 3,000; indirectly, 2,700.

Date of constitution of Board—April 20, 1914.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Isaac Pitblado, Winnipeg, Man., appointed on the recommendation of the employers; Mr. D. Campbell, Winnipeg, Man., appointed on the recommendation of the employees.

Reports received—August 5, 1914.

Result of inquiry—The report of the Board was accompanied by a minority report from Mr. Campbell. Negotiations for a settlement were thereupon resumed between the parties concerned, but had not been concluded when war was declared in the first week of August. It was, however, agreed that the existing schedule of agreement between the parties should continue in force in the meanwhile.

162. MICHIGAN CENTRAL RAILROAD COMPANY AND TRAIN DESPATCHERS STATION AGENTS, ETC.

Application received—April 22, 1914.

Parties concerned—Michigan Central Railroad Company and employees, being train despatchers, station agents, etc., members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 115; indirectly, 3,000.

Date of constitution of Board—May 12, 1914.

Membership of Board—His Honour Judge Colin G. Snider, Hamilton, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Rodger Black, St. Thomas, Ont., appointed on the recommendation of the employing company; and Mr. D. Campbell, Winnipeg, Man., appointed on the recommendation of the employees.

Report received—June 19, 1914.

Result of inquiry—Report of Board was signed by all three members, Mr. Black dissenting, however, on one or two points. Following the report of the Board, negotiations took place between the company and the employees concerned, which resulted in a settlement of all points at issue.

163. TORONTO ELECTRIC LIGHT COMPANY AND TORONTO RAILWAY COMPANY AND ELECTRICAL WORKERS.

Application received—May 2, 1914.

Parties concerned—Toronto Electric Light Company and Toronto Railway Company and electrical workers, members of Local No. 353, International Brotherhood of Electrical Workers.

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Applicants—Employees.

Nature of industry concerned—Light and power.

Nature of dispute—Wages, hours and other conditions of employment; also alleged discrimination against members of the union.

Number of employees affected—200.

Date of constitution of Board—May 12, 1914.

Membership of Board—His Honour Judge D. McGibbon, Brampton, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. H. H. Dewart, K.C., Toronto, Ont., appointed by the Toronto Electric Light Company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees.

Reports received—July 28, 1914.

Result of inquiry—In the case of the Toronto Electric Light Company the Board presented two reports, the minority report being signed by Mr. Dewart. Negotiations resulted in a settlement of the dispute, thus obviating the necessity for any action in connection with the dispute between the Toronto Railway Company and employees.

164. OTTAWA CAR MANUFACTURING COMPANY, LIMITED, AND EMPLOYEES.

Application received—May 7, 1914.

Parties concerned—Ottawa Car Manufacturing Company, Limited, and machinists and boilermakers, members of Lodge No. 412, International Association of Machinists.

Applicants—Employees.

Nature of industry concerned—Street car building, etc.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—75.

Date of constitution of Board—May 9, 1914.

Membership of Board—Mr. Hamnett P. Hill, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Geo. F. Henderson, K.C., Ottawa, Ont., appointed on the recommendation of the employing company; and Mr. J. C. Watters, Ottawa, Ont., appointed on the recommendation of the employees.

Report received—May 29, 1914.

Result of inquiry—A unanimous report was presented by the Board, which was accompanied by an agreement entered into by both parties concerned.

165. TORONTO HYDRO-ELECTRIC SYSTEM AND ELECTRICAL WORKERS.

Application received—May 9, 1914.

Parties concerned—Toronto Hydro-Electric System and electrical workers, members of Local No. 353, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages, hours and other conditions of employment; also alleged discrimination against members of the Union.

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Number of employees affected—Directly, 200; indirectly, 55.

Date of constitution of Board—May 27, 1914.

Membership of Board—His Honour Judge Colin G. Snider, Hamilton, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. F. W. Wegenast, Brampton, Ont., appointed on the recommendation of the employer; and Mr. Fred Bancroft, Toronto, Ont., appointed on the recommendation of the employees.

Report received—June 19, 1914.

Result of inquiry—The report of the chairman and Mr. Bancroft was accepted by both parties to the dispute. Mr. Wegenast did not concur in the award.

166. LONDON HYDRO-ELECTRIC COMMISSION AND ELECTRICAL WORKERS.

Application received—June 4, 1914.

Parties concerned—London Hydro-Electric Commission and electrical workers, members of Local No. 120, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 26; indirectly, 11.

Mr. John Jacobs, London, Ont., was appointed a member of the Board on behalf of the employees concerned. At this juncture proceedings were stayed at the request of both parties.

167. ST. JOHN RAILWAY COMPANY AND EMPLOYEES.

Application received—June 6, 1914.

Parties concerned—St. John Railway Company, St. John, N.B., and employees, members of Division No. 663, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway.

Nature of dispute—Dismissal.

Number of employees affected—Directly, 90; indirectly, 60.

Date of constitution of Board—June 22, 1914.

Membership of Board—Mr. Robert T. Hayes, St. John, N.B., chairman, appointed on the joint recommendation of the other members of the Board; His Honour Judge J. G. Forbes, St. John, N.B., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. Jas. L. Sugrue, St. John, N.B., appointed on the recommendation of the employees.

Report received—July 8, 1914.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The company refused to accept the award, and a strike of the employees followed, which continued from July 22 to July 24, when an agreement was entered into by both parties concerned.

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168. CERTAIN MONTREAL CONTRACTORS AND CARPENTERS AND JOINERS.

Application received—June 15, 1914.

Parties concerned—Certain Montreal contractors and their respective employees, being carpenters and joiners, members of the United Brotherhood of Carpenters and Joiners of America.

Applicants—Employees.

Nature of industry concerned—Carpentry work.

Nature of dispute—Alleged refusal of employers to comply with agreement of 1912.

Number of employees affected—About 500.

Date of constitution of Board—June 23, 1914.

Membership of Board—Honourable Mr. Justice J. Beaudin, Montreal, Que., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. John J. York, Montreal, Que., appointed on the recommendation of the employers; and Mr. Gustave Francq, Montreal, Que., appointed on the recommendation of the employees.

Report received—July 21, 1914.

Result of inquiry—A strike had occurred on June 1, which continued until June 15, when through the efforts of an officer of the Department of Labour the differences in question were referred for adjustment under section 63 of the Act. The report of the Board was unanimous and was accompanied by an agreement signed on behalf of both parties concerned, effective to June 1, 1917, providing, among other things, for a Permanent Board of Arbitration.

169. DOMINION IRON AND STEEL COMPANY, SYDNEY, N.S., AND ELECTRICAL WORKERS.

Application received—June 18, 1914.

Parties concerned—Dominion Iron and Steel Company, Sydney, N.S., and electrical workers, members of Local No. 293, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Alleged discrimination against members of the union, resulting in dismissals.

Number of employees affected—Directly, 55; indirectly, 2,000 to 3,000.

Date of constitution of Board—July 14, 1914.

Membership of Board—Rev. I. W. MacMillan, Halifax, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. H. Chase, Wolfville, N.S., appointed on the recommendation of the employing company; and Mr. Arthur S. Kendall, M.D., Sydney, N.S., appointed on the recommendation of the employees.

Report received—August 15, 1914.

Result of inquiry—A unanimous report was presented by the Board and was accompanied by an agreement signed on behalf of both parties concerned.

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170. DOMINION POWER AND TRANSMISSION COMPANY, LIMITED, HAMILTON, ONT.
AND ELECTRICAL WORKERS.

Application received—July 15, 1914.

Parties concerned—Dominion Power and Transmission Company, Limited, Hamilton, Ont., and electrical workers, members of Local No. 390, International Brotherhood of Electrical Workers, and others.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages, hours and other conditions of employment.

Number of employees affected—Directly, 16; indirectly, 14.

Date of constitution of Board—August 10, 1914.

Membership of Board—His Honour Judge L. B. C. Livingstone, Welland, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. C. F. Maxwell, St. Thomas, Ont., appointed by the Minister in the absence of any recommendation from the employing company; and Mr. John B. Pegg, Winnipeg, Man., appointed on the recommendation of the employees.

Report received—August 28, 1914.

Result of inquiry—Report of Board stated that on request of both parties concerned the investigation was not proceeded with.

171. OTTAWA ELECTRIC RAILWAY COMPANY AND EMPLOYEES.

Application received—July 2, 1914.

Parties concerned—Ottawa Electric Railway Company and employees, members of Division No. 279, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway.

Nature of dispute—Wages, hours and recognition of the union.

Number of employees affected—450.

Mr. A. E. Fripp, M.P., Ottawa, Ont., was appointed a member of the Board on behalf of the employees. Proceedings at this juncture were stayed, an agreement having been reached, effective to June 30, 1916.

172. TEMISKAMING MINING COMPANY AND EMPLOYEES AT COBALT, ONT.

Application received—July 16, 1914.

Parties concerned—Temiskaming Mining Company and miners, surface labourers and millmen employed at Cobalt, Ont., members of Cobalt Miners' Union No. 146, Western Federation of Miners.

Applicants—Employees.

Nature of industry concerned—Silver mining.

Nature of dispute—Proposed reduction of wages of certain employees.

Number of employees affected—About 125.

Date of constitution of Board—August 1, 1914.

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Membership of Board—His Honour Judge A. A. Mahaffy, Bracebridge, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. R. P. Rogers, Cobalt, Ont., appointed on the recommendation of the employing company; and Mr. Jas. Dogue, Cobalt, Ont., appointed on the recommendation of the employees.

Reports received—September 3 and September 11, 1914.

Result of inquiry—Prior to the investigation the company had ceased operations owing to the European war. The Board approved of the reduction in wages, but recommended certain improvements in the conditions, to take effect when work was resumed. Mr. Dogue, in his minority report, supported the employees' contentions regarding wages.

173. MILLER LAKE O'BRIEN MINE AND EMPLOYEES AT GOWGANDA, ONT.

Application received—October 8, 1914.

Parties concerned—Miller Lake O'Brien Mine and employees at Gowganda, Ont., members of Gowganda Miners' Union No. 154, Western Federation of Miners.

Applicants—Employees.

Nature of industry concerned—Silver mining.

Nature of dispute—Proposed reduction of wages, conditions of employment and alleged discrimination against members of the Union.

Number of employees affected—Directly, 50; indirectly, 100.

Date of constitution of Board—November 5, 1914.

Membership of Board—His Honour Judge A. A. Mahaffy, Bracebridge, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. R. H. James, Cobalt, Ont., appointed on the recommendation of the employing company; and Mr. Robt. A. Allen, Cobalt, Ont., appointed on the recommendation of the employees.

Reports received—November 27 and November 30, 1914.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Allen. The Board recommended that the employees should accept the reduced rates until the return of normal conditions. No cessation of work occurred.

174. CITY OF EDMONTON AND EMPLOYEES IN TELEPHONE, ELECTRIC LIGHT AND STREET RAILWAY DEPARTMENTS, AND POWER HOUSE EMPLOYEES.

Application received—October 13, 1914.

Parties concerned—City of Edmonton and employees in telephone, electric light and street railway departments, members of Local No. 544, International Brotherhood of Electrical Workers, and non-union power house employees.

Applicants—Employees.

Nature of industry concerned—Telephone, electric light, power, and street railway services.

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Nature of dispute—Alleged reduction of wages without notice.

Number of employees affected—Directly, 255; indirectly, 55.

Date of constitution of Board—December 26, 1914.

Membership of Board—Honourable Mr. Justice J. D. Hyndman, Edmonton, Alberta, chairman, appointed on the joint recommendation of the other members of the Board; Mr. Kenneth W. Mackenzie, Edmonton, Alberta, appointed on the recommendation of the Corporation of Edmonton; and Mr. John B. Pegg, Winnipeg, Man., appointed on the recommendation of the employees.

Report received—March 23, 1915.

Result of inquiry—Prior to the investigation by the Board, agreements were entered into between the Corporation of Edmonton and the electrical workers in the street railway, telephone and electric light departments. The Board dealt therefore only with the case of the power house employees. The report was signed by all three members of the Board, Mr. Pegg, however, dissenting on one point. The Board recommended that the power house employees should receive the same treatment in the matter of wages as that accorded to the other electrical workers. The award was accepted by both parties to the dispute.

175.- J. D. McARTHUR AND COMPANY, LIMITED, AND EMPLOYEES, BEING WORKMEN EMPLOYED IN THE EDMONTON, DUNVEGAN AND BRITISH COLUMBIA RAILWAY SHOPS AT WEST EDMONTON, ALBERTA.

Application received—December 8, 1914.

Parties concerned—J. D. McArthur and Company, Limited, and employees, being workmen employed in the Edmonton, Dunvegan and British Columbia Railway shops at West Edmonton, Alberta.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Reduction in wages.

Number of employees affected—127.

Date of constitution of Board—January 4, 1915.

Membership of Board—Honourable Mr. Justice J. D. Hyndman, Edmonton, Alberta, chairman, appointed on the joint recommendation of the other members of the Board; Mr. O. M. Biggar, Edmonton, Alberta, appointed on the recommendation of the employing company; and Mr. Wm. Macadams, Edmonton, Alberta, appointed on the recommendation of the employees.

The investigation by the Board had not been completed at the close of the fiscal year.

176. J. D. McARTHUR AND COMPANY, LIMITED, AND EMPLOYEES, BEING TRAIN OPERATIVES ON THE EDMONTON, DUNVEGAN AND BRITISH COLUMBIA RAILWAY AND THE ALBERTA AND GREAT WATERWAYS RAILWAY.

Application received—January 14, 1915.

Parties concerned—J. D. McArthur and Company, Limited, and employees, being train operatives on the Edmonton, Dunvegan and British Columbia Railway and the Alberta and Great Waterways Railway.

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Applicants—Employees.

Nature of dispute—Reduction of wages.

Number of employees affected—

Date of constitution of Board—March 16, 1915.

Membership of Board—Mr. Samuel A. Dickson, Edmonton, Alberta, chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. O. M. Biggar, K.C., Edmonton, Alberta, appointed on the recommendation of the employing company; and Mr. D. Campbell, Winnipeg, Man., appointed on the recommendation of the employees concerned.

The investigation by the Board had not been completed at the close of the fiscal year.

177. CITY OF CALGARY AND ITS ELECTRICAL EMPLOYEES.

Application received—March 9, 1915.

Parties concerned—City of Calgary and electrical employees, members of Local No. 348, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages and termination of agreement.

Number of employees affected—30.

Messrs. R. A. Brown, Calgary, Alberta, and John B. Pegg, Winnipeg, Man., were appointed members of the Board on the recommendation of the Corporation of Calgary and the employees respectively. At the close of the fiscal year the Board had not been completed by the appointment of a chairman.

V.—TEXT OF INDUSTRIAL DISPUTES
INVESTIGATION ACT, 1907, AND
OF AMENDING ACT, 1909-10 (to
which is appended the text of the two
statutes, as consolidated, the con-
solidation not being, however, yet in
legal or statutory form.)

6 - 7 EDWARD VII.

CHAP. 20.

An Act to aid in the Prevention and Settlement of Strikes and Lockouts in Mines and Industries connected with Public Utilities.

[Assented to 22nd March, 1907.]

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Industrial Disputes Investigation Act, 1907.* Short title.

PRELIMINARY.

Interpretation.

2. In this Act, unless the context otherwise requires—
- (a) “Minister” means the Minister of Labour; “Minister.”
 - (b) “department” means the Department of Labour; “Department.”
 - (c) “employer” means any person, company or corporation employing ten or more persons and owning or operating any mining property, agency of transportation or communication, or public service utility, including, except as hereinafter provided, railways, whether operated by steam, electricity or other motive power, steamships, telegraph and telephone lines, gas, electric light, water and power works; “Employer.”
 - (d) “employee” means any person employed by an employer to do any skilled or unskilled manual or clerical work for hire or reward in any industry to which this Act applies; “Employee.”
 - (e) “dispute” or “industrial dispute” means any dispute or difference between an employer and one or more of his employees, as to matters or things affecting or relating to work done or to be done by him or them, or as to the privileges, rights and duties of employers or employees (not involving any such violation thereof as constitutes an indictable offence); and, without limiting “Dispute.”
“Industrial dispute.”

ing the general nature of the above definition, includes all matters relating to—

- (1) the wages allowance or other remuneration of employees, or the price paid or to be paid in respect of employment;
- (2) the hours of employment, sex, age, qualification or status of employees, and the mode, terms and conditions of employment;
- (3) the employment of children or any person or persons or class of persons, or the dismissal of or refusal to employ any particular person or persons or class of persons;
- (4) claims on the part of an employer or any employee as to whether and, if so, under what circumstances, preference of employment should or should not be given to one class over another of persons being or not being members of labour or other organizations, British subjects or aliens;
- (5) materials supplied and alleged to be bad, unfit or unsuitable, or damage alleged to have been done to work;
- (6) any established custom or usage, either generally or in the particular district affected;
- (7) the interpretation of an agreement or a clause thereof;

“Lockout.”

(f) “lockout” (without limiting the nature of its meaning) means a closing of a place of employment, or a suspension of work, or a refusal by an employer to continue to employ any number of his employees in consequence of a dispute, done with a view to compelling his employees, or to aid another employer in compelling his employees, to accept terms of employment;

“Strike.”

(g) “strike” or “to go on strike” (without limiting the nature of its meaning) means the cessation of work by a body of employees acting in combination, or a concerted refusal or a refusal under a common understanding of any number of employees to continue to work for an employer, in consequence of a dispute, done as a means of compelling their employer, or to aid other employees in compelling their employer, to accept terms of employment;

“Board.”

(h) “board” means a Board of Conciliation and Investigation established under the provisions of this Act;

“Application.”

(i) “application” means an application for the appointment of a Board under the provisions of this Act;

“Registrar.”

(j) “Registrar” means the Registrar of Boards of Conciliation and Investigation under this Act;

“Prescribed.”

(k) “prescribed” means prescribed by this Act, or by any rules or regulations made thereunder;

“Trade union.”

(l) “trade union” or “union” means any organization of employees formed for the purpose of regulating relations between employers and employees.

Administration.

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Administration.

3. The Minister of Labour shall have the general administration of this Act.

Minister of
Labour to
administer
Act.

4. The Governor in Council shall appoint a Registrar of Boards of Conciliation and Investigation, who shall have the powers and perform the duties prescribed.

Registrar.

2. The office of Registrar may be held either separately or in conjunction with any other office in the public service, and in the latter case the Registrar may, if the Governor in Council thinks fit, be appointed, not by name, but by reference to such other office, whereupon the person who for the time being holds such office, or performs its duties, shall by virtue thereof be the Registrar.

BOARDS OF CONCILIATION AND INVESTIGATION.

Constitution of Boards.

5. Wherever any dispute exists between an employer and any of his employees, and the parties thereto are unable to adjust it, either of the parties to the dispute may make application to the Minister for the appointment of a Board of Conciliation and Investigation, to which Board the dispute may be referred under the provisions of this Act: Provided, however, that, in the case of a dispute between a railway company and its employees, such dispute may be referred, for the purpose of conciliation and investigation, under the provisions concerning railway disputes in the Conciliation and Labour Act.

Reference of
disputes to
Boards of
Conciliation
and In-
vestigation.

6. Whenever, under this Act, an application is made in due form for the appointment of a Board of Conciliation and Investigation, and such application does not relate to a dispute which is the subject of a reference under the provisions concerning railway disputes in the Conciliation and Labour Act, the Minister, whose decision for such purpose shall be final, shall, within fifteen days from the date at which the application is received, establish such Board under his hand and seal of office, if satisfied that the provisions of this Act apply.

Minister to
appoint
Boards on
application.

7. Every Board shall consist of three members who shall be appointed by the Minister.

Members of
Board.

2. Of the three members of the Board one shall be appointed on the recommendation of the employer and one on the recommendation of the employees (the parties to the dispute), and the third on the recommendation of the members so chosen.

8. For the purposes of appointment of the members of the Board, the following provisions shall apply:—

Procedure for
appointment
of members
of Board.

1. Each party to the dispute may, at the time of making application

application or within five days after being requested so to do by the Minister, recommend the name of one person who is willing and ready to act as a member of the Board, and the Minister shall appoint such person a member of the Board.

2. If either of the parties fails or neglects to duly make any recommendation within the said period, or such extension thereof as the Minister, on cause shown, grants, the Minister shall, as soon thereafter as possible, appoint a fit person to be a member of the Board; and such member shall be deemed to be appointed on the recommendation of the said party.

3. The members chosen on the recommendation of the parties may, within five days after their appointment, recommend the name of one person who is willing and ready to act as a third member of the Board, and the Minister shall appoint such person a member of the Board.

4. If the members chosen on the recommendation of the parties fail or neglect to duly make any recommendation within the said period, or such extension thereof as the Minister, on cause shown, grants, the Minister shall, as soon thereafter as possible, appoint a fit person to be a third member of the Board, and such member shall be deemed to be appointed on the recommendation of the two other members of the Board.

5. The third member shall be the Chairman of the Board.

Notification
to be given
parties of
members of
Board.

9. As soon as possible after the full Board has been appointed by the Minister, the Registrar shall notify the parties of the names of the members of the Board and the chairman thereof, and such notification shall be final and conclusive for all purposes.

Term of
office.

10. Every member of a Board shall hold office from the time of his appointment until the report of the Board is signed and transmitted to the Minister.

Members not
to have
pecuniary
interest.

11. No person shall act as a member of a Board who has any direct pecuniary interest in the issue of a dispute referred to such Board.

How vacancy
to be filled.

12. Every vacancy in the membership of a Board shall be supplied in the same manner as in the case of the original appointment of every person appointed.

Oath of
office and
secrecy.

13. Before entering upon the exercise of the functions of their office the members of a Board, including the chairman, shall make oath or affirmation before a justice of the peace that they will faithfully and impartially perform the duties of their office, and also that, except in the discharge of their duties, they will not disclose to any person any of the evidence or other matter brought before the Board.

Clerical and
other
assistance.

14. The department may provide the Board with a secretary, stenographer, or such other clerical assistance as to the Minister

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ister appears necessary for the efficient carrying out of the provisions of this Act.

Procedure for Reference of Disputes to Boards.

15. For the purpose of determining the manner in which, and the persons by whom, an application for the appointment of a Board is to be made, the following provisions shall apply:— Manner in which application to be made.

1. The application shall be made in writing in the prescribed form, and shall be in substance a request to the Minister to appoint a Board to which the existing dispute may be referred under the provisions of this Act.

2. The application shall be accompanied by—

(a) A statement setting forth—

- (1) the parties to the dispute;
- (2) the nature and cause of the dispute, including any claims or demands made by either party upon the other, to which exception is taken;
- (3) an approximate estimate of the number of persons affected or likely to be affected by the dispute;
- (4) the efforts made by the parties themselves to adjust the dispute;

and—

(b) A statutory declaration setting forth that, failing an adjustment of the dispute or a reference thereof by the Minister to a Board of Conciliation and Investigation under the Act, to the best of the knowledge and belief of the declarant, a lock-out or strike, as the case may be, will be declared, and that the necessary authority to declare such lockout or strike has been obtained.

3. The application may mention the name of a person who is willing and ready and desires to act as a member of the Board representing the party or parties making the application.

16. The application and the declaration accompanying it— Signatures to application.

- (1) if made by an employer, an incorporated company or corporation, shall be signed by some one of its duly authorized managers or other principal executive officers;
- (2) if made by an employer other than an incorporated company or corporation, shall be signed by the employer himself in case he is an individual, or a majority of the partners or members in case of a partnership firm or association;
- (3) if made by employees members of a trade union, shall be signed by two of its officers duly authorized by a majority vote of the members of the union, or by a vote taken by ballot of the members of the union present at a meeting called on not less than three days' notice for the purpose of discussing the question;

- (4) if made by employees some or all of whom are not members of a trade union, shall be signed by two of their number duly authorized by a majority vote taken by ballot of the employees present at a meeting called on not less than three days' notice for the purpose of discussing the question.

Application
to be
transmitted
by registered
letter.

17. Every application for the appointment of a Board shall be transmitted by post by registered letter addressed to the Registrar of Boards of Conciliation and Investigation, Department of Labour, Ottawa, and the date of the receipt of such registered letter at the department shall be regarded as the date of the receipt of such application.

Party making
application to
transmit copy
to other
party to
dispute.

18. In every case where an application is made for the appointment of a Board the party making application shall, at the time of transmitting it to the Registrar, also transmit by registered letter to the other party to the dispute, or by personal delivery, a copy of the application and of the accompanying statement and declaration.

Statement in
reply to be
made and
sent to
Registrar and
to party
making
application.

19. Upon receipt by either party to a dispute of a copy of the application for the appointment of a Board such party shall, without delay, prepare a statement in reply to the application and transmit it by registered letter, or by personal delivery, to the Registrar and to the party making the application.

To whom
communica-
tions
transmitting
copies of
applications
and replies
between
parties are to
be sent.

20. Copies of applications or statements in reply thereto, to be transmitted to the other party under any of the preceding sections where the other party is—

- (1) an employer, an incorporated company or corporation, shall be sent to the manager or other principal executive officer of the company or corporation;
- (2) an employer other than an incorporated company or corporation, shall be sent to the employer himself or to the employer in the name of the business or firm as commonly known;
- (3) composed of employees, members of a trade union, shall be sent to the president and secretary of such union;
- (4) composed of employees some or all of whom are not members of a trade union,—

(a) Where some of the employees are members of a trade union, shall be sent to the president and secretary of the union as representing the employees belonging to the union; also

(b) Where some of the employees are not members of a trade union and there are no persons authorized to represent such employees, shall be sent to ten of their number;

(c) Where, under paragraph (4) of section 16, two persons have been authorized to make an application, shall be sent to such two persons.

Functions,

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Functions, Powers and Procedure of Boards.

21. Any dispute may be referred to a Board by application in that behalf made in due form by any party thereto; provided that no dispute shall be the subject of reference to a Board under this Act in any case in which the employees affected by the dispute are fewer than ten.

Jurisdiction.
At least ten employees to be affected by dispute.

22. Upon the appointment of the Board the Registrar shall forward to the chairman a copy of the application for the appointment of such Board, and of its accompanying statement and declaration, and of the statement in reply, and the Board shall forthwith proceed to deal with the matters referred to in these documents.

Method of referring disputes to Board.

23. In every case where a dispute is duly referred to a Board it shall be the duty of the Board to endeavour to bring about a settlement of the dispute, and to this end the Board shall, in such manner as it thinks fit, expeditiously and carefully inquire into the dispute and all matters affecting the merits thereof and the right settlement thereof. In the course of such inquiry the Board may make all such suggestions and do all such things as it deems right and proper for inducing the parties to come to a fair and amicable settlement of the dispute, and may adjourn the proceedings for any period the Board thinks reasonable to allow the parties to agree upon terms of settlement.

Duties of Board.

24. If a settlement of the dispute is arrived at by the parties during the course of its reference to the Board, a memorandum of the settlement shall be drawn up by the Board and signed by the parties, and shall, if the parties so agree, be binding as if made a recommendation by the Board under section 62 of this Act, and a copy thereof with a report upon the proceedings shall be forwarded to the Minister.

Where settlement effected, memorandum of same with report to be forwarded to Minister.

25. If a settlement of the dispute is not arrived at during the course of its reference to the Board, the Board shall make a full report thereon to the Minister, which report shall set forth the various proceedings and steps taken by the Board for the purpose of fully and carefully ascertaining all the facts and circumstances, and shall also set forth such facts and circumstances, and its findings therefrom, including the cause of the dispute and the Board's recommendation for the settlement of the dispute according to the merits and substantial justice of the case.

Where settlement not effected Board to make report with recommendations.

26. The Board's recommendation shall deal with each item of the dispute and shall state in plain terms, and avoiding as far as possible all technicalities, what in the Board's opinion ought or ought not to be done by the respective parties concerned. Wherever it appears to the Board expedient so to do, its

Form in which recommendation shall be made.

its recommendation shall also state the period during which the proposed settlement should continue in force, and the date from which it should commence.

Report and recommendation to be made to the Minister in writing.

27. The Board's report and recommendation shall be made to the Minister in writing, and shall be signed by such of the members as concur therein, and shall be transmitted by the chairman by registered letter to the Registrar as soon as practicable after the reference of the dispute to the Board; and in the same manner a minority report may be made by any dissenting member of the Board.

Filing and distribution of report.

28. Upon receipt of the Board's report the Minister shall forthwith cause the report to be filed in the office of the Registrar and a copy thereof to be sent free of charge to the parties to the dispute, and to the representative of any newspaper published in Canada who applies therefor, and the Minister may distribute copies of the report, and of any minority report, in such manner as to him seems most desirable as a means of securing a compliance with the Board's recommendation. The Registrar shall, upon application, supply certified copies for a prescribed fee, to persons other than those mentioned in this section.

Publication of report.

29. For the information of Parliament and the public, the report and recommendation of the Board, and any minority report, shall, without delay, be published in the *Labour Gazette*, and be included in the annual report of the Department of Labour to the Governor General.

Powers of Board to summon witnesses, compel testimony and produce testimony and production of documents.

30. For the purpose of its inquiry the Board shall have all the powers of summoning before it, and enforcing the attendance of witnesses, of administering oaths, and of requiring witnesses to give evidence on oath or on solemn affirmation (if they are persons entitled to affirm in civil matters) and to produce such books, papers or other documents or things as the Board deems requisite to the full investigation of the matters into which it is inquiring, as is vested in any court of record in civil cases.

2. Any member of the Board may administer an oath, and the Board may accept, admit and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.

Form of summons.

31. The summons shall be in the prescribed form, and may require any person to produce before the Board any books, papers or other documents or things in his possession or under his control in any way relating to the proceedings.

Documents not to be made public.

32. All books, papers and other documents or things produced before the Board, whether voluntarily or in pursuance to summons,

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summons, may be inspected by the Board, and also by such parties as the Board allows; but the information obtained therefrom shall not, except in so far as the Board deems it expedient, be made public, and such parts of the books, papers or other documents as in the opinion of the Board do not relate to the matter at issue may be sealed up.

33. Any party to the proceedings shall be competent and may be compelled to give evidence as a witness.

Parties may be compelled to be witnesses.

34. Every person who is summoned and duly attends as a witness shall be entitled to an allowance for expenses according to the scale for the time being in force with respect to witnesses in civil suits in the superior courts in the province where the inquiry is being conducted.

Allowance to witnesses.

35. Where a reference has been made to the Board of a dispute between a railway company and its employees, any witness summoned by the Board in connection with the dispute shall be entitled to free transportation over any railway en route when proceeding to the place of meeting of the Board and thereafter returning to his home, and the Board shall furnish to such witness a proper certificate evidencing his right to such free transportation.

Witnesses in railway disputes to be entitled to free transportation.

36. If any person who has been duly served with such summons and to whom at the same time payment or tender has been made of his reasonable travelling expenses according to the aforesaid scale, fails to duly attend or to duly produce any book, paper or other document or thing as required by his summons; he shall be guilty of an offence and liable to a penalty not exceeding one hundred dollars, unless he shows that there was good and sufficient cause for such failure.

Penalty for failing to obey summons.

37. If, in any proceedings before the Board, any person wilfully insults any member of the Board or wilfully interrupts the proceedings, or without good cause refuses to give evidence, or is guilty in any other manner of any wilful contempt in the face of the Board, any officer of the Board or any constable may take the person offending into custody and remove him from the precincts of the Board, to be detained in custody until the rising of the Board, and the person so offending shall be liable to a penalty not exceeding one hundred dollars.

Contempt of the Board.

38. The Board, or any member thereof, and, on being authorized in writing by the Board, any other person, may, without any other warrant than this Act, at any time, enter any building, mine, mine workings, ship, vessel, factory, workshop, place or premises of any kind, wherein, or in respect of which, any industry is carried on or any work is being or has been done or commenced, or any matter or thing is taking place

View by direction of Board.

Power to
interrogate,
examination
of factories,
&c.
Inspection
of work.

place or has taken place, which has been made the subject of a reference to the Board, and inspect and view any work, material, machinery, appliance or article therein, and interrogate any persons in or upon any such building, mine, mine workings, ship, vessel, factory, workshop, place or premises as aforesaid, in respect of or in relation to any matter or thing hereinbefore mentioned, and any person who hinders or obstructs the Board or any such person authorized as aforesaid, in the exercise of any power conferred by this section, shall be guilty of an offence and be liable to a penalty not exceeding one hundred dollars.

How parties
may be
represented
before Board.

39. Any party to a reference may be represented before the Board by three or less than three persons designated for the purpose, or by counsel or solicitor where allowed as hereinafter provided.

Parties to be
bound by
acts of
representa-
tives.

40. Every party appearing by a representative shall be bound by the acts of such representative.

Counsel or
solicitors
excluded
except by
consent of
parties and
of Board.

41. No counsel or solicitor shall be entitled to appear or be heard before the Board, except with the consent of the parties to the dispute, and notwithstanding such consent the Board may decline to allow counsel or solicitors to appear.

Members of
Board to
be British
subjects.

42. Persons other than British subjects shall not be allowed to act as members of a Board.

Presence of
parties.

43. If, without good cause shown, any party to proceedings before the Board fails to attend or to be represented, the Board may proceed as if he had duly attended or had been represented.

Time and
place of
sittings of
Board.

44. The sittings of the Board shall be held at such time and place as are from time to time fixed by the chairman, after consultation with the other members of the Board, and the parties shall be notified by the chairman as to the time and place at which sittings are to be held: Provided that, so far as practicable, the Board shall sit in the locality within which the subject-matter of the proceeding before it arose.

Proceedings
to be public
unless
otherwise
determined
by Board.

45. The proceedings of the Board shall be conducted in public; provided that at any such proceedings before it, the Board, on its own motion, or on the application of any of the parties, may direct that the proceedings shall be conducted in private and that all persons other than the parties, their representatives, the officers of the Board and the witnesses under examination shall withdraw.

Majority of
Board.

46. The decision of a majority of the members present at a sitting of the Board shall be the decision of the Board, and the findings,

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findings and recommendations of the majority of its members shall be those of the Board.

47. The presence of the chairman and at least one other member of the Board shall be necessary to constitute a sitting of the Board. Quorum.

48. In case of the absence of any one member from a meeting of the Board the other two members shall not proceed, unless it is shown that the third member has been notified of the meeting in ample time to admit of his attendance. All members of Board to be present.

2. If any member of a Board dies, or becomes incapacitated, or refuses or neglects to act, his successor shall be appointed in the manner provided with respect to the original member of the Board.

49. The Board may at any time dismiss any matter referred to it which it thinks frivolous or trivial. Trivial matters.

50. The Board may, with the consent of the Minister, employ competent experts or assessors to examine the books or official reports of either party, and to advise it upon any technical or other matter material to the investigation, but shall not disclose such reports or the results of such inspection or examination under this section without the consent of both the parties to the dispute. Employment of experts.

Remuneration and Expenses of Board.

51. The members of a Board while engaged in the adjustment of a dispute shall be remunerated for their services as follows:— Allowance to members of Board.

(a) to members other than the chairman—

(i) an allowance of five dollars a day for a time not exceeding three days during which the members may be actually engaged in selecting a third member of the Board;

(ii) an allowance of fifteen dollars for each whole day's sittings of the Board;

(iii) an allowance of seven dollars for each half-day's sittings of the Board;

(b) the chairman shall be allowed twenty dollars a day for each whole day's sittings of the Board, and ten dollars a day for each half-day's sittings;

(c) no allowance shall be made to any member of the Board on account of any sitting of the Board which does not extend over a half day, unless it is shown to the satisfaction of the Minister that such meeting of the Board was necessary to the performance of its duties as speedily as possible, and that the causes which prevented a half-day's sitting of the Board were beyond its control.

Acceptance
of gratuities
and
perquisites
by members
an offence.

52. No member of the Board shall accept in addition to his salary as a member of the Board any perquisite or gratuity of any kind, from any corporation, association, partnership or individual in any way interested in any matter or thing before or about to be brought before the Board in accordance with the provisions of this Act. The accepting of such perquisite or gratuity by any member of the Board shall be an offence and shall render such member liable to a fine not exceeding one thousand dollars.

Actual
necessary
travelling
expenses of
members
allowed.

53. Each member of the Board will be entitled to his actual necessary travelling expenses for each day that he is engaged in travelling from or to his place of residence for the purpose of attending or after having attended a meeting of the Board.

Payment of
expenses
of Board.

54. All expenses of the Board, including expenses for transportation incurred by the members thereof or by persons under its order in making investigations under this Act, salaries of employees and agents, and fees and mileage to witnesses shall be allowed and paid upon the presentation of itemized vouchers therefor, approved by the chairman of the Board, which vouchers shall be forwarded by the chairman to the Minister. The chairman shall also forward to the Minister a certified and detailed statement of the sittings of the Board, and of the members present at such sittings.

DUTIES OF THE REGISTRAR.

To receive
and deal with
applications.

55. It shall be the duty of the Registrar:—

(a) to receive and register, and, subject to the provisions of this Act, to deal with all applications by employers or employees for a reference of any dispute to a Board, and to at once bring to the Minister's attention every such application;

Assist in
constituting
Boards.

(b) to conduct such correspondence with the parties and members of Boards as may be necessary to constitute any Board as speedily as possible in accordance with the provisions of this Act;

Assist in
giving effect
to recommen-
dations of
Boards.

(c) to receive and file all reports and recommendations of Boards, and conduct such correspondence and do such things as may assist in rendering effective the recommendations of the Boards, in accordance with the provisions of this Act;

Register
particulars of
proceedings
before Boards
and safeguard
all documents
relating to
proceedings.

(d) to keep a register in which shall be entered the particulars of all applications, references, reports and recommendations relating to the appointment of a Board, and its proceedings; and to safely keep all applications, statements, reports, recommendations and other documents relating to proceedings before the Board, and, when so required, transmit all or any of such to the Minister;

Supply
information
and necessary
forms

(e) to supply to any parties, on request, information as to this Act, or any regulations or proceedings thereunder, and also to furnish parties to a dispute and members of the Board with

necessary

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necessary blank forms, forms of summons or other papers or documents required in connection with the effective carrying out of the provisions of this Act; relating to proceedings before Board.

(f) generally, to do all such things and take all such proceedings as may be required in the performance of his duties prescribed under this Act or any regulations thereunder. Generally.

STRIKES AND LOCKOUTS PRIOR TO AND PENDING A REFERENCE TO A BOARD ILLEGAL.

56. It shall be unlawful for any employer to declare or cause a lockout, or for any employee to go on strike, on account of any dispute prior to, or during a reference of such dispute to a Board of Conciliation and Investigation under the provisions of this Act, or prior to or during a reference under the provisions concerning railway disputes in the Conciliation and Labour Act: Prohibition of strikes or lockouts prior to or pending reference to Board. Provided that nothing in this Act shall prohibit the suspension or discontinuance of any industry or of the working of any persons therein for any cause not constituting a lockout or strike: Provided also that, except where the parties have entered into an agreement under section 62 of this Act, nothing in this Act shall be held to restrain any employer from declaring a lockout, or any employee from going on strike in respect of any dispute which has been duly referred to a Board and which has been dealt with under section 24 or 25 of this Act, or in respect of any dispute which has been the subject of a reference under the provisions concerning railway disputes in the Conciliation and Labour Act.

57. Employers and employees shall give at least thirty days' notice of an intended change affecting conditions of employment with respect to wages or hours; and in every case where a dispute has been referred to a Board, until the dispute has been finally dealt with by the Board, neither of the parties nor the employees affected shall alter the conditions of employment with respect to wages or hours, or on account of the dispute do or be concerned in doing, directly or indirectly, anything in the nature of a lockout or strike, or a suspension or discontinuance of employment or work, but the relationship of employer and employee shall continue uninterrupted by the dispute, or anything arising out of the dispute; but if, in the opinion of the Board, either party uses this or any other provision of this Act for the purpose of unjustly maintaining a given condition of affairs through delay, and the Board so reports to the Minister, such party shall be guilty of an offence, and liable to the same penalties as are imposed for a violation of the next preceding section. Relation of parties to remain unchanged pending proceedings before a Board.

58. Any employer declaring or causing a lockout contrary to the provisions of this Act shall be liable to a fine of not less Penalty for causing lockout. than

than one hundred dollars, nor more than one thousand dollars for each day or part of a day that such lockout exists.

Penalty for
going on
strike.

59. Any employee who goes on strike contrary to the provisions of this Act shall be liable to a fine of not less than ten dollars nor more than fifty dollars, for each day or part of a day that such employee is on strike.

Penalty for
inciting to
lockout or
strike.

60. Any person who incites, encourages or aids in any manner any employer to declare or continue a lockout, or any employee to go or continue on strike contrary to the provisions of this Act, shall be guilty of an offence and liable to a fine of not less than fifty dollars nor more than one thousand dollars.

Procedure for
enforcing
penalties.

61. The procedure for enforcing penalties imposed or authorized to be imposed by this Act shall be that prescribed by Part XV. of *The Criminal Code* relating to summary convictions.

SPECIAL PROVISIONS.

Recommendation of
a Board
binding in
certain cases.

62. Either party to a dispute which may be referred under this Act to a Board may agree in writing, at any time before or after the Board has made its report and recommendation, to be bound by the recommendation of the Board in the same manner as parties are bound upon an award made pursuant to a reference to arbitration on the order of a court of record; every agreement so to be bound made by one party shall be forwarded to the Registrar who shall communicate it to the other party, and if the other party agrees in like manner to be bound by the recommendation of the Board, then the recommendation shall be made a rule of the said court on the application of either party and shall be enforceable in like manner.

Application
of provisions
of this Act
to any
dispute on
joint
application
of parties.

63. In the event of a dispute arising in any industry or trade other than such as may be included under the provisions of this Act, and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree in writing to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this Act.

2. Every agreement to allow such reference shall be forwarded to the Registrar, who shall communicate it to the other party, and if such other party agrees in like manner to allow the dispute to be referred to a Board, the dispute may be so referred as if the industry or trade and the parties were included within the provisions of this Act.

3. From the time that the parties have been notified in writing by the Registrar that in consequence of their mutual agreement to refer the dispute to a Board under the provisions of this Act, the Minister has decided to refer such dispute, the
lockout

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lockout or strike, if in existence, shall forthwith cease, and the provisions of this Act shall bind the parties.

MISCELLANEOUS.

64. No court of the Dominion of Canada, or of any province or territory thereof, shall have power or jurisdiction to recognize or enforce, or to receive in evidence any report of a Board, or any testimony or proceedings before a Board, as against any person or for any purpose, except in the case of the prosecution of such person for perjury.

Courts not to recognize reports of or testimony before a Board, except in prosecutions for perjury.

65. No proceeding under this Act shall be deemed invalid by reason of any defect of form or any technical irregularity.

Technicality not to invalidate proceedings.

66. The Minister shall determine the allowance or amounts to be paid to all persons other than the members of a Board, employed by the Government or any Board, including the Registrar, secretaries, clerks, experts, stenographers or other persons performing any services under the provisions of this Act.

Payment of services under Act.

67. In case of prosecutions under this Act, whether a conviction is or is not obtained, it shall be the duty of the clerk of the court before which any such prosecution takes place to briefly report the particulars of such prosecution to the Registrar within thirty days after it has been determined, and such clerk shall be entitled to a prescribed fee in payment of his services.

Prosecutions under Act to be reported to Registrar.

68. The Governor in Council may make regulations as to the time within which anything hereby authorized shall be done, and also as to any other matter or thing which appears to him necessary or advisable to the effectual working of the several provisions of this Act. All such regulations shall go into force on the day of the publication thereof in *The Canada Gazette*, and they shall be laid before Parliament within fifteen days after such publication, or, if Parliament is not then in session, within fifteen days after the opening of the next session thereof.

Minister may make, alter and amend regulations.

69. All charges and expenses incurred by the Government in connection with the administration of this Act shall be defrayed out of such appropriations as are made by Parliament for that purpose.

Expenses.

70. An annual report with respect to the matters transacted by him under this Act shall be made by the Minister to the Governor General, and shall be laid before Parliament within the first fifteen days of each session thereof.

Report to Parliament.

9-10 EDWARD VII.

CHAP. 29.

An Act to amend the Industrial Disputes Investigation Act, 1907.

[Assented to 4th May, 1910.]

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. Section 13 of *The Industrial Disputes Investigation Act*, 1907, c. 20, 1907, is amended by adding after the word “peace” in the third line thereof the words “or other person authorized to administer an oath or affirmation.”

s. 13
amended.
Oath of
office.

2. Subparagraph (b) of paragraph 2 of section 15 of the said Act is repealed and the following is substituted therefor:—

S. 15
amended.

“(b) A statutory declaration setting forth that, failing an adjustment of the dispute or a reference thereof by the Minister to a Board, to the best of the knowledge and belief of the declarant a lockout or strike will be declared, and (except where the application is made by an employer in consequence of an intended change in wages or hours proposed by the said employer) that the necessary authority to declare such lockout or strike has been obtained; or, where a dispute directly affects employees in more than one province and such employees are members of a trade union having a general committee authorized to carry on negotiations in disputes between employers and employees and so recognized by the employer, a statutory declaration by the chairman or president and by the secretary of such committee setting forth that, failing an adjustment of the dispute or a reference thereof by the Minister to a Board, to the best of the knowledge and belief of the declarants a strike will be declared, that the dispute has been the subject of negotiations between the committee and the employer, that all efforts to obtain a satisfactory settlement have failed, and that there is no reasonable hope of securing a settlement by further negotiations.”

Statutory
declaration
to accompany
application
for appoint-
ment of
Board.

Declaration
by officers of
trade union.

Section 16
amended

Signatures to
application
and declara-
tion.

3. Paragraph (3) of section 16 of the said Act is amended by adding at the end thereof the following: "or, where a dispute directly affects employees in more than one province and such employees are members of a trade union having a general committee authorized to carry on negotiations in disputes between employers and employees, and so recognized by the employer, may be signed by the chairman or president and by the secretary of the said committee."

News. 51.

4. Section 51 of the said Act is repealed and the following is substituted therefor:—

Remunera-
tion of
members
of Board

"**51.** The members of a Board shall be remunerated for their services as follows:—

"(a) to members other than the chairman, an allowance of five dollars a day for a time not exceeding three days during which the members may be actually engaged in selecting a third member of the Board;

"(b) to each member of the Board, including the chairman, an allowance at the rate of twenty dollars for each day's sitting of the Board and for each day necessarily engaged in travelling from or to his place of residence to attend or after attending a meeting of the Board."

Section 57
amended

Relation of
parties
pending
proceedings

5. Section 57 of the said Act is amended as follows: by striking out of the third and fourth lines thereof the words "and in every case where a dispute has been referred to a Board" and substituting therefor the words "and in the event of such intended change resulting in a dispute;" by substituting the word "a" for the word "the" before the word "Board" in the fifth line thereof: and by striking out the words "nor the employees" in the sixth line thereof.

An Act to aid in the Prevention and Settlement of Strikes and Lockouts in Mines and Industries connected with Public Utilities. (6-7 *Edward VII*, chap. 20, as amended by 10-11 *Edward VII*, chap. 29.)

HIS Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. This Act may be cited as *The Industrial Disputes Investigation Act*, 1907. Short title.

PRELIMINARY.

Interpretation.

2. In this Act, unless the context otherwise requires—

(a) “Minister” means the Minister of Labour;

“Minister.”

(b) “department” means the Department of Labour;

“Department.”

(c) “employer” means any person, company or corporation employing ten or more persons and owing or operating any mining property, agency of transportation or communication, or public service utility, including, except as hereinafter provided, railways, whether operated by steam, electricity or other motive power, steamships, telegraphs and telephone lines, gas, electric light, water and power works;

“Employer.”

(d) “employee” means any person employed by an employer to do any skilled or unskilled manual or clerical work for hire or reward in any industry to which this Act applies;

“Employee.”

(e) “dispute” or “industrial dispute” means any dispute or difference between an employer and one or more of his employees, as to matters or things affecting or relating to work done or to be done by him or them, or as to the privileges, rights and duties of employers or employees (not involving any such violation thereof as constitutes an indictable offence); and, without limit-

“Dispute.”
“Industrial dispute.”

ing the general nature of the above definition, includes all matters relating to—

- (1) the wages allowance or other remuneration of employees, or the price paid or to be paid in respect of employment;
- (2) the hours of employment, sex, age, qualification or status of employees, and the mode, terms and conditions of employment;
- (3) the employment of children or any person or persons or class of persons, or the dismissal of or refusal to employ any particular person or persons or class of persons;
- (4) claims on the part of an employer or any employee as to whether and, if so, under what circumstances, preference of employment should or should not be given to one class over another of persons being or not being members of labour or other organizations, British subjects or aliens;
- (5) materials supplied and alleged to be bad, unfit or unsuitable, or damage alleged to have been done to work;
- (6) any established custom or usage, either generally or in the particular district affected;
- (7) the interpretation of an agreement or a clause thereof;

"Lockout."

(f) "lockout" (without limiting the nature of its meaning) means a closing of a place of employment, or a suspension of work, or a refusal by an employer to continue to employ any number of his employees in consequence of a dispute, done with a view to compelling his employees, or to aid another employer in compelling his employees, to accept terms of employment;

"Strike."

(g) "strike" or "to go on strike" (without limiting the nature of its meaning) means the cessation of work by a body of employees acting in combination, or a concerted refusal or a refusal under a common understanding of any number of employees to continue to work for an employer, in consequence of a dispute, done as a means of compelling their employer, or to aid other employees in compelling their employer, to accept terms of employment;

"Board."

(h) "board" means a Board of Conciliation and Investigation established under the provisions of this Act;

"Application."

(i) "application" means an application for the appointment of a Board under the provisions of this Act;

"Registrar."

(j) "Registrar" means the Registrar of Boards of Conciliation and Investigation under this Act;

"Prescribed."

(k) "prescribed" means prescribed by this Act, or by any rules or regulations made thereunder;

"Trade union."

(l) "trade union" or "union" means any organization of employees formed for the purpose of regulating relations between employers and employees.

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Administration.

3. The Minister of Labour shall have the general administration of this Act.

Minister of
Labour to
administer
Act.

4. The Governor in Council shall appoint a Registrar of Boards of Conciliation and Investigation, who shall have the powers and perform the duties prescribed.

Registrar.

2. The office of Registrar may be held either separately or in conjunction with any other office in the public service, and in the latter case the Registrar may, if the Governor in Council thinks fit, be appointed, not by name, but by reference to such other office, whereupon the person who for the time being holds such office, or performs its duties, shall by virtue thereof be the Registrar.

BOARDS OF CONCILIATION AND INVESTIGATION.

Constitution of Boards.

5. Whenever any dispute exists between an employer and any of his employees, and the parties thereto are unable to adjust it, either of the parties to the dispute may make application to the Minister for the appointment of a Board of Conciliation and Investigation, to which Board the dispute may be referred under the provisions of this Act: Provided, however, that, in the case of a dispute between a railway company and its employees, such dispute may be referred, for the purpose of conciliation and investigation, under the provisions concerning railway disputes in the Conciliation and Labour Act.

Reference of
disputes to
Boards of
Conciliation
and In-
vestigation.

6. Whenever, under this Act, an application is made in due form for the appointment of a Board of Conciliation and Investigation, and such application does not relate to a dispute which is a subject of a reference under the provision concerning railway disputes in the Conciliation and Labour Act, the Minister, whose decision for such purpose shall be final, shall within fifteen days from the date at which the application is received, establish such Board under his hand and seal of office, if satisfied that the provisions of this Act apply.

Minister to
appoint
Boards on
application.

7. Every Board shall consist of three members who shall be appointed by the Minister.

Members of
Board.

2. Of the three members of the Board one shall be appointed on the recommendation of the employer and one on the recommendation of the employees (the parties to the dispute), and the third on the recommendation of the members so chosen.

Procedure for
appointment
of members
of Board.

8. For the purposes of appointment of the members of the Board, the following provisions shall apply:—

1. Each party to the dispute may, at the time of making application or within five days after being requested so to do by the Minister, recommend the name of one person who is willing and ready to act as a member of the Board, and the Minister shall appoint such person a member of the Board.

2. If either of the parties fails or neglects to duly make any recommendation within the said period, or such extension thereof as the Minister, on cause shown, grants, the Minister shall, as soon thereafter as possible, appoint a fit person to be a member of the Board; and such member shall be deemed to be appointed on the recommendation of the said party.

3. The members chosen on the recommendation of the parties may, within five days after their appointment, recommend the name of one person who is willing and ready to act as a third member of the Board, and the Minister shall appoint such person a member of the Board.

4. If the members chosen on the recommendation of the parties fail or neglect to duly make any recommendation within the said period, or such extension thereof as the Minister, on cause shown, grants, the Minister shall, as soon thereafter as possible, appoint a fit person to be a third member of the Board, and such member shall be deemed to be appointed on the recommendation of the two other members of the Board.

5. The third member shall be the Chairman of the Board.

Notification
to be given
parties of
members of
Board.

9. As soon as possible after the full Board has been appointed by the Minister, the Registrar shall notify the parties of the names of the members of the Board and the chairman thereof, and such notification shall be final and conclusive for all purposes.

Term of
office.

10. Every member of a Board shall hold office from the time of his appointment until the report of the Board is signed and transmitted to the Minister.

Members
not to have
pecuniary
interest.

11. No person shall act as a member of a Board who has any direct pecuniary interest in the issue of a dispute referred to such Board.

How vacancy
to be filled.

12. Every vacancy in the membership of a Board shall be supplied in the same manner as in the case of the original appointment of every person appointed.

Oath of
office and
secrecy.

13. Before entering upon the exercise of the functions of their office the members of a Board, including the chairman, shall make oath or affirmation before a justice of the peace or other person authorized to administer an oath or affirmation, that they will faithfully and impartially perform the duties of

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their office, and also that, except in the discharge of their duties, they will not disclose to any person any of the evidence or other matter brought before the Board.

14. The Department may provide the Board with a secretary, stenographer, or such other clerical assistance as to the Minister appears necessary for the efficient carrying out of the provisions of this Act.

Clerical
and other
assistance.

Procedure for Reference of Disputes to Boards.

15. For the purpose of determining the manner in which, and the persons by whom, an application for the appointment of a Board is to be made, the following provisions shall apply:—

Manner in
which
application
to be made.

1. The application shall be made in writing in the prescribed form, and shall be in substance a request to the Minister to appoint a Board to which the existing dispute may be referred under the provisions of this Act.

2. The application shall be accompanied by—

(a) A statement setting forth—

- (1) the parties to the dispute;
- (2) the nature and cause of the dispute, including any claims or demands made by either party upon the other, to which exception is taken;
- (3) an approximate estimate of the number of persons affected or likely to be affected by the dispute;
- (4) the efforts made by the parties themselves to adjust the dispute;

and—

(b) A statutory declaration setting forth that, failing an adjustment of the dispute or a reference thereof by the Minister to a Board, to the best of the knowledge and belief of the declarant a lockout or strike will be declared, and (except where the application is made by an employer in consequence of an intended change in wages or hours proposed by the said employer) that the necessary authority to declare such lockout or strike has been obtained; or, where a dispute directly affects employees in more than one province and such employees are members of a trade union having a general committee authorized to carry on negotiations in disputes between employers and employees and so recognized by the employer, a statutory declaration by the chairman or president and by the secretary of such committee setting forth that, failing an adjustment of the dispute or a reference thereof by the Minister to a Board, to the best of the knowledge and belief of the declarants a strike will be declared, that the dispute has been the subject of negotiations between the committee, and the employer, that all efforts to obtain a satisfactory settlement have failed, and that there is no reasonable hope of securing a settlement by further negotiations.

Statutory
declaration
to accompany
application
for appoint-
ment of
Board.

Declaration
by officers of
trade union.

3. The application may mention the name of a person who is willing and ready and desires to act as a member of the Board representing the party or parties making the application.

Signatures to
application.

16. The application and the declaration accompanying it—

- (1) if made by an employer, an incorporated company or corporation, shall be signed by some one of its duly authorized managers or other principal executive officers;
- (2) if made by an employer other than an incorporated company or corporation, shall be signed by the employer himself in case he is an individual, or a majority of the partners or members in case of a partnership firm or association;
- (3) if made by employees members of a trade union, shall be signed by two of its officers duly authorized by a majority vote of the members of the union, or by a vote taken by ballot of the members of the union present at a meeting called on not less than three days' notice for the purpose of discussing the question; or, where a dispute directly affects employees in more than one province and such employees are members of a trade union having a general committee authorized to carry on negotiations in disputes between employers and employees and so recognized by the employer, may be signed by the chairman or president and by the secretary of the said committee;
- (4) if made by employees some or all of whom are not members of a trade union, shall be signed by two of their number duly authorized by a majority vote taken by ballot of the employees present at a meeting called on not less than three days' notice for the purpose of discussing the question.

Application
to be
transmitted
by registered
letter.

17. Every application for the appointment of a Board shall be transmitted by post by registered letter addressed to the Registrar of Boards of Conciliation and Investigation, Department of Labour, Ottawa, and the date of the receipt of such registered letter at the department shall be regarded as the date of the receipt of such application.

Party making
application to
transmit
copy to
other party
to dispute.

18. In every case where an application is made for the appointment of a Board the party making application shall, at the time of transmitting it to the Registrar, also transmit by registered letter to the other party to the dispute, or by personal delivery, a copy of the application and of the accompanying statement and declaration.

Statement in
reply to be
made and

19. Upon receipt by either party to a dispute of a copy of the application for the appointment of a Board such party shall,

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without delay, prepare a statement in reply to the application and transmit it by registered letter, or by personal delivery, to the Registrar and to the party making the application.

sent to
Registrar and
to party
making
application.

20. Copies of applications or statements in reply thereto, to be transmitted to the other party under any of the preceding section where the other party is—

To whom
communica-
tions
transmitting
copies of
applications
and replies
between
parties are
to be sent.

- (1) an employer, an incorporated company or corporation, shall be sent to the manager or other principal executive officer of the company or corporation;
- (2) an employer other than an incorporated company or corporation, shall be sent to the employer himself or to the employer in the name of the business or firm as commonly known;
- (3) composed of employees, members of a trade union, shall be sent to the president and secretary of such union;
- (4) composed of employees some or all of whom are not members of a trade union,—

(a) Where some of the employees are members of a trade union, shall be sent to the president and secretary of the union as representing the employees belonging to the union; also

(b) Where some of the employees are not members of a trade union and there are no persons authorized to represent such employees, shall be sent to ten of their number;

(c) Where, under paragraph (4) of section 16, two persons have been authorized to make an application, shall be sent to such two persons.

21. Any dispute may be referred to a Board by application in that behalf made in due form by any party thereto; provided that no dispute shall be the subject of reference to a Board under this Act in any case in which the employees affected by the dispute are fewer than ten.

Jurisdiction.

At least ten
employees to
be affected
by dispute.

22. Upon the appointment of the Board the Registrar shall forward to the chairman, a copy of the application for the appointment of such Board, and of its accompanying statement and declaration, and of the statement in reply, and the Board shall forthwith proceed to deal with the matters referred to in these documents.

Method of
referring
disputes to
Board.

Functions, Powers and Procedure of Boards.

23. In every case where a dispute is duly referred to a Board it shall be the duty of the Board to endeavour to bring about a settlement of the dispute, and to this end the Board shall, in such manner as it thinks fit, expeditiously and carefully inquire into the dispute and all matters affecting the merits thereof and

Duties of
Board.

the right settlement thereof. In the course of such inquiry the Board may make all such suggestions and do all such things as it deems right and proper for inducing the parties to come to a fair and amicable settlement of the dispute, and may adjourn the proceedings for any period the Board thinks reasonable to allow the parties to agree upon terms of settlement.

Where settlement effected, memorandum of same with report to be forwarded to Minister.

24. If a settlement of the dispute is arrived at by the parties during the course of its reference to the Board, a memorandum of the settlement shall be drawn up by the Board and signed by the parties, and shall, if the parties so agree, be binding as if made a recommendation by the Board under section 62 of this Act, and a copy thereof with a report upon the proceedings shall be forwarded to the Minister.

Where settlement not effected Board to make report with recommendations.

25. If a settlement of the dispute is not arrived at during the course of its reference to the Board, the Board shall make a full report thereon to the Minister, which report shall set forth the various proceedings and steps taken by the Board for the purpose of fully and carefully ascertaining all the facts and circumstances, and shall also set forth such facts and circumstances, and its findings therefrom, including the cause of the dispute and the Board's recommendation for the settlement of the dispute according to the merits and substantial justice of the case.

Form in which recommendation shall be made.

26. The Board's recommendation shall deal with each item of the dispute and shall state in plain terms, and avoiding as far as possible all technicalities, what in the Board's opinion ought or ought not to be done by the respective parties concerned. Wherever it appears to the Board expedient so to do, its recommendation shall also state the period during which the proposed settlement should continue in force, and the date from which it should commence.

Report and recommendation to be made to the Minister in writing.

27. The Board's report and recommendation shall be made to the Minister in writing, and shall be signed by such of the members as concur therein, and shall be transmitted by the chairman by registered letter to the Registrar as soon as practicable after the reference of the dispute to the Board; and in the same manner a minority report may be made by any dissenting member of the Board.

Filing and distribution of report.

28. Upon receipt of the Board's report the Minister shall forthwith cause the report to be filed in the office of the Registrar and a copy thereof to be sent free of charge to the parties to the dispute, and to the representative of any newspaper published in Canada who applies therefor, and the Minister may distribute copies of the report, and of any minority report, in such manner as to him seems most desirable as a means of securing a compliance with the Board's recommendation. The Registrar shall, upon application, supply certified copies for a

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prescribed fee, to persons other than those mentioned in this section.

29. For the information of Parliament and the public, the report and recommendation of the Board, and any minority report, shall, without delay, be published in the *Labour Gazette*, and be included in the annual report of the Department of Labour to the Governor General.

Publication of report.

30. For the purpose of its inquiry the Board shall have all the powers of summoning before it, and enforcing the attendance of witnesses, of administering oaths, and of requiring witnesses to give evidence on oath or on solemn affirmation (if they are persons entitled to affirm in civil matters) and to produce such books, papers or other documents or things as the Board deems requisite to the full investigation of the matters into which it is inquiring, as is vested in any court of record in civil cases.

Powers of Board to summon witnesses, compel testimony and produce testimony and production of documents.

2. Any member of the Board may administer an oath, and the Board may accept, admit, and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.

31. The summons shall be in the prescribed form, and may require any person to produce before the Board any books, papers or other documents or things in his possession or under his control in any way relating to the proceedings.

Form of summons.

32. All books, papers and other documents or things produced before the Board, whether voluntarily or in pursuance to summons, may be inspected by the Board, and also by such parties as the Board allows: but the information obtained therefrom shall not, except in so far as the Board deems it expedient, be made public, and such parts of the books, papers or other documents as in the opinion of the Board do not relate to the matter at issue may be sealed up.

Documents not to be made public.

33. Any party to the proceedings shall be competent and may be compelled to give evidence as a witness.

Parties may be compelled to be witnesses.

34. Every person who is summoned and duly attends as a witness shall be entitled to an allowance for expenses according to the scale for the time being in force with respect to witnesses in civil suits in the superior courts in the province where the inquiry is being conducted.

Allowance to witnesses.

35. Where a reference has been made to the Board of a dispute between a railway company and its employees, any witness summoned by the Board in connection with the dispute shall be entitled to free transportation over any railway en route when proceeding to the place of meeting of the Board and

Witnesses in railway disputes to be entitled to free transportation.

thereafter returning to his home, and the Board shall furnish to such witness a proper certificate evidencing his right to such free transportation.

Penalty for
failing to
obey
summons.

36. If any person who has been duly served with such summons and to whom at the same time payment or tender has been made of his reasonable travelling expenses according to the aforesaid seal, fails to duly attend or to duly produce any book, paper or other document or thing as required by his summons, he shall be guilty of an offence and liable to a penalty not exceeding one hundred dollars, unless he shows that there was good and sufficient cause for such failure.

Contempt of
the Board.

37. If, in any proceedings before the Board, any person wilfully insults any member of the Board or wilfully interrupts the proceedings, or without good cause refuses to give evidence, or is guilty in any other manner of any wilful contempt in the face of the Board, any officer of the Board or any constable may take the person offending into custody and remove him from the precincts of the Board, to be detained in custody until the rising of the Board, and the person so offending shall be liable to a penalty not exceeding one hundred dollars.

View by
direction of
Board.

38. The Board, or any member thereof, and, on being authorized in writing by the Board, any other person, may, without any other warrant than this Act, at any time, enter any building, mine, mine workings, ship, vessel, factory, workshop, place or premises of any kind, wherein, or in respect of which, any industry is carried on or any work is being or has been done or commenced, or any matter or thing is taking place or has taken place, which has been made the subject of a reference to the Board, and inspect and view any work, material, machinery, appliance or article therein, and interrogate any persons in or upon any such building, mine, mine workings, ship, vessel, factory, workshop, place or premises as aforesaid, in respect of or in relation to any matter or thing hereinbefore mentioned, and any person who hinders or obstructs the Board or any such person authorized as aforesaid, in the exercise of any power conferred by this section, shall be guilty of an offence and be liable to a penalty not exceeding one hundred dollars.

Powers to
interrogate,
examination
of factories,
&c.
Inspection of
work.

How parties
may be
represented
before Board.

39. Any party to a reference may be represented before the Board by three or less than three persons designated for the purpose, or by counsel or solicitor where allowed as hereinafter provided.

Parties to be
bound by acts
of representa-
tives.

40. Every party appearing by a representative shall be bound by the acts of such representative.

Counsel or
solicitors ex-
cluded except
by consent of
parties and
of Board.

41. No counsel or solicitor shall be entitled to appear or be heard before the Board, except with the consent of the parties to the dispute, and notwithstanding such consent the Board may decline to allow counsel or solicitors to appear.

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42. Persons other than British subjects shall not be allowed to act as members of a Board. Members of Board to be British subjects.

43. If without good cause shown, any party to proceedings before the Board fails to attend or to be represented, the Board may proceed as if he had duly attended or had been represented. Presence of parties.

44. The sittings of the Board shall be held at such time and place as are from time to time fixed by the chairman, after consultation with the other members of the Board, and the parties shall be notified by the chairman as to the time and place at which sittings are to be held: Provided that, so far as practicable, the Board shall sit in the locality within which the subject-matter of the proceeding before it arose. Time and place of sittings of Board.

45. The proceedings of the Board shall be conducted in public; provided that any such proceedings, before it, the Board, on its own motion, or on the application of any of the parties, may direct that the proceedings shall be conducted in private and that all persons other than the parties, their representatives, the officers of the Board and the witnesses under examination shall withdraw. Proceedings to be public unless otherwise determined by Board.

46. The decision of a majority of the members present at a sitting of the Board shall be the decision of the Board, and the findings and recommendations of the majority of its members shall be those of the Board. Majority of Board.

47. The presence of the chairman and at least one other member of the Board shall be necessary to constitute a sitting of the Board. Quorum.

48. In case of the absence of any one member from a meeting of the Board the other two members shall not proceed, unless it is shown that the third member has been notified of the meeting in ample time to admit of his attendance. All members of Board to be present.

2. If any member of a Board dies, or becomes incapacitated, or refuses or neglects to act, his successor shall be appointed in the manner provided with respect to the original member of the Board.

49. The Board may at any time dismiss any matter referred to it which it thinks frivolous or trivial. Trivial matters.

50. The Board may, with the consent of the Minister, employ competent experts or assessors to examine the books or official reports of either party, and to advise it upon any technical or other matter material to the investigation, but shall not disclose such reports or the result of such inspection or examination under this section without the consent of both the parties to the dispute. Employment of experts.

Remuneration and Expenses of Board.

Remunera-
tion of
members
of Board.

51. The members of a Board shall be remunerated for their services as follows:—

(a) to members other than the chairman, an allowance of five dollars a day for a time not exceeding three days during which the members may be actually engaged in selecting a third member of the Board;

(b) to each member of the Board, including the chairman, an allowance at the rate of twenty dollars for each day's sitting of the Board and for each day necessarily engaged in travelling from or to his place of residence to attend or after attending a meeting of the Board.

Acceptance
of gratuities
and
perquisites
by members
an offence.

52. No member of the Board shall accept in addition to his salary as a member of the Board any perquisite or gratuity of any kind, from any corporation, association, partnership or individual in any way interested in any matter or thing before or about to be brought before the Board in accordance with the provisions of this Act. The accepting of such perquisite or gratuity by any member of the Board shall be an offence and shall render such member liable to a fine not exceeding one thousand dollars.

Actual
necessary
travelling
expenses of
members
allowed.

53. Each member of the Board will be entitled to his actual necessary travelling expenses for each day that he is engaged in travelling from or to his place of residence for the purpose of attending or after having attended a meeting of the Board.

Payment of
expenses of

54. All expenses of the Board, including expenses for transportation incurred by the members thereof or by persons under its order in making investigations under this Act, salaries of employees and agents, and fees and mileage to witnesses shall be allowed and paid upon the presentation of itemized vouchers therefor, approved by the chairman of the Board, which vouchers shall be forwarded by the chairman to the Minister. The chairman shall also forward to the Minister a certified and detailed statement of the sittings of the Board, and of the members present at such sittings.

DUTIES OF THE REGISTRAR.

55. It shall be the duty of the Registrar:—

To receive
and deal with
applications.

(a) to receive and register, and, subject to the provisions of this Act, to deal with all applications by employers or employees for a reference of any dispute to a Board, and to at once bring to the Minister's attention every such application;

Assist in
constituting
Boards.

(b) to conduct such correspondence with the parties and members of Boards as may be necessary to constitute any Board as speedily as possible in accordance with the provisions of this Act;

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(c) to receive and file all reports and recommendations of Boards, and conduct such correspondence and do such things as may assist in rendering effective the recommendations of the Boards, in accordance with the provisions of this Act;

Assist in giving effect. to recommendations of Boards.

(d) to keep a register in which shall be entered the particulars of all applications, references, reports and recommendations relating to the appointment of a Board, and its proceedings; and to safely keep all applications, statements, reports, recommendations and other documents relating to proceedings before the Board, and, when so required, transmit all or any of such to the Minister;

Register particulars of proceedings before Boards and safeguard all documents relating to proceedings.

(e) to supply to any parties, on request, information as to this Act, or any regulations or proceedings thereunder, and also to furnish parties to a dispute and members of the Board with necessary blank forms, forms of summons or other papers or documents required in connection with the effective carrying out of the provisions of this Act;

Supply information and necessary forms relating to proceedings before Board.

(f) generally, to do all such things and take all such proceedings as may be required in the performance of his duties prescribed under this Act or any regulations thereunder.

Generally.

STRIKES AND LOCKOUTS PRIOR TO AND PENDING A REFERENCE TO A BOARD ILLEGAL.

56. It shall be unlawful for any employer to declare or cause a lockout, or for any employee to go on strike, on account of any dispute prior to or during a reference of such dispute to a Board of Conciliation and Investigation under the provisions of this Act, or prior to or during a reference under the provisions concerning railway disputes in the Conciliation and Labour Act: Provided that nothing in this Act shall prohibit the suspension or discontinuance of any industry or of the working of any person therein for any cause not constituting a lockout or strike: Provided also that, except where the parties have entered into an agreement under section 62 of this Act, nothing in this Act shall be held to restrain any employer from declaring a lockout, or any employee from going on strike in respect of any dispute which has been duly referred to a Board and which has been dealt with under section 24 or 25 of this Act, or in respect of any dispute which has been the subject of a reference under the provisions concerning railway disputes in the Conciliation and Labour Act.

Prohibition of strikes or lockouts prior to or pending reference to Board.

57. Employers and employees shall give at least thirty days' notice of an intended change affecting conditions of employment with respect to wages or hours, and in the event of such intended change resulting in a dispute, until the dispute has been finally dealt with by a Board, neither of the parties affected shall alter the conditions of employment with respect to wages or hours, or on account of the dispute do or be concerned in doing, directly or indirectly, anything in the nature of a lockout

Relation of parties to remain unchanged pending proceedings before a Board.

or strike, or a suspension or discontinuance of employment or work, but the relationship of employer and employee shall continue uninterrupted by the dispute, or anything arising out of the dispute; but if, in the opinion of the Board, either party uses this or any other provision of this Act for the purpose of unjustly maintaining a given condition of affairs through delay, and the Board so reports to the Minister, such party shall be guilty of an offence, and liable to the same penalties as are imposed for a violation of the next preceding section.

Penalty for causing
lockout.

58. Any employer declaring or causing a lockout contrary to the provisions of this Act shall be liable to a fine of not less than one hundred dollars, nor more than one thousand dollars for each day or part of a day that such lockout exists.

Penalty for going on
strike.

59. Any employee who goes on strike contrary to the provisions of this Act shall be liable to a fine of not less than ten dollars nor more than fifty dollars, for each day or part of a day that such employee is on strike.

Penalty for inciting to
lockout or strike.

60. Any person who incites, encourages or aids in any manner any employer to declare or continue a lockout, or any employee to go or continue on strike contrary to the provisions of this Act, shall be guilty of an offence and liable to a fine of not less than fifty dollars nor more than one thousand dollars.

Procedure for enforcing
penalties.

61. The procedure for enforcing penalties imposed or authorized to be imposed by this Act shall be that prescribed by Part XV. of *The Criminal Code* relating to summary convictions.

SPECIAL PROVISIONS.

Recommendation of
a Board binding in
certain cases.

62. Either party to a dispute which may be referred under this Act to a Board may agree in writing, at any time before or after the Board has made its report and recommendation, to be bound by the recommendation of the Board in the same manner as parties are bound upon an award made pursuant to a reference to arbitration on the order of a court of record; every agreement so to be bound made by one party shall be forwarded to the Registrar who shall communicate it to the other party, and if the other party agrees in like manner to be bound by the recommendation of the Board, then the recommendation shall be made a rule of the said court on the application of either party and shall be enforceable in like manner.

Application of provisions
of this Act to any
dispute on joint
application of parties.

63. In the event of a dispute arising in any industry or trade other than such as may be included under the provisions of this Act, and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree in writing to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this Act.

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2. Every agreement to allow such reference shall be forwarded to the Registrar, who shall communicate it to the other party, and if such other party agrees in like manner to allow the dispute to be referred to a Board, the dispute may be so referred as if the industry or trade and the parties were included within the provisions of this Act.

5. From the time that the parties have been notified in writing by the Registrar that in consequence of their mutual agreement to refer the dispute to a Board under the provisions of this Act, the Minister has decided to refer such dispute, the lockout or strike, if in existence, shall forthwith cease, and the provisions of this Act shall bind the parties.

MISCELLANEOUS.

64. No court of the Dominion of Canada, or of any province or territory thereof, shall have power or jurisdiction to recognize or enforce, or to receive in evidence any report of a Board, or any testimony or proceedings before a Board, as against any person or for any purpose, except in the case of a prosecution of such person for perjury.

Courts not to recognize report of or testimony before a Board, except in prosecutions for perjury.

65. No proceeding under this Act shall be deemed invalid by reason of any defect of form or any technical irregularity.

Technicality not to invalidate proceedings.

66. The Minister shall determine the allowance or amounts to be paid to all persons other than the members of a Board, employed by the Government or any Board, including the Registrar, secretaries, clerks, experts, stenographers or other persons performing any services under the provisions of this Act.

Payment of services under Act.

67. In case of prosecution under this Act, whether a conviction is or is not obtained, it shall be the duty of the clerk of the court before which any such prosecution takes place to briefly report the particulars of such prosecution to the Registrar within thirty days after it has been determined, and such clerk shall be entitled to a prescribed fee in payment of his services.

Prosecutions under Act to be reported to Registrar.

68. The Governor in Council may make regulations as to the time within which anything hereby authorized shall be done, and also as to any other matter or thing which appears to him necessary or advisable to the effectual working of the several provisions of this Act. All such regulations shall go into force on the day of the publication thereof in *The Canada Gazette*, and they shall be laid before Parliament within fifteen days after such publication, or, if Parliament is not then in session, within fifteen days after the opening of the next session thereof.

Minister may make, alter and amend regulations.

Expenses.

69. All charges and expenses incurred by the Government in connection with the administration of this Act shall be defrayed out of such appropriations as are made by Parliament for that purpose.

Report to
Parliament.

70. An annual report with respect to the matters transacted by him under this Act shall be made by the Minister to the Governor General, and shall be laid before Parliament within the first fifteen days of each session thereof.

